SUPREME COURT OF THE UNITED STATES.

No. 237.

RICHARD FIELD ET AL., APPELLANTS,

vs.

JOHN A. & H. W. BIGELOW.

APPEAL FROM THE CIRCUIT COURT OF THE UNITED STATES FOR THE NORTHERN DISTRICT OF ILLINOIS.

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a UNITED STATES OF AMERICA, *ss:*

To John A. Bigelow and Henry W. Bigelow, greeting:

You are hereby cited and admonished to be and appear at the Supreme Court of the United States, to be holden at Washington, on the first Monday in December, 1864, pursuant to an appeal taken from the decree rendered by the circuit court of the United States for the eighth circuit and northern district of Illinois, in a cause wherein Richard Field, John J. Merritt, David Karr, Charles M. Field, John J. Morris, James Myers, William Kniseby, Charles Stout, Roswell S. Benedict, William H. Hall, Louis S. Benedict, and Henry C. Southwick are plaintiffs in error, and you are defendants in error, to show cause, if any there be, why the decree of the said circuit court should not be corrected and speedy justice should not be done to the parties in that behalf.

Witness this 3d day of December, in the year of our Lord 1864.

THOMAS DRUMMOND.

I hereby accept service of the above citation, by copy, this 3d day of December, A. D. 1864.

MILLER & LEWIS, *Def'ts' Sol's.*

1 Pleas in the circuit court of the United States of America for the northern district of Illinois, in chancery sitting, at the city of Chicago, in the district aforesaid, before the Hon. Thomas Drummond, judge of the district court of the United States for the northern district of Illinois, and in the absence pro tempore of the Hon. David Davis, one of the justices of the Supreme Court of the United States of America, sole judge of said circuit court, on Monday, the eighth day of August, in the year of our Lord one thousand eight hundred and sixty-four, and of our independence the eighty-ninth year.

WILLIAM H. BRADLEY, *Clerk.*

NORTHERN DISTRICT OF ILLINOIS, *ss:*

RICHARD FIELD, JOHN J. MERRITT, DAVID KARR, CHARLES M. FIELD, JOHN J. MORRIS, JAMES MEYERS, WILLIAM KNISEBY, CHARLES STOUT, ROSWELL S. BENEDICT, WILLIAM H. HALL, LEWIS S. BENEDICT, and HENRY C. SOUTHWICK	Chancery.
vs.	
JOHN A. BIGELOW AND HENRY W. BIGELOW.	

2 Be it remembered, that on this day, to wit, the seventh day of April, in the year of our Lord one thousand eight hundred and sixty, Richard Field, John J. Merritt, David Karr, Charles M. Field, John J. Morris, James Meyers, William Kniseby, Charles Stout, Roswell S. Benedict, William H. Hall, Lewis S. Benedict, and Henry C. Southwick, complainants, by their solicitors, E. S. Smith & Co., came into the office of the clerk of the circuit court of the United States for the northern district of Illinois, and filed their bill of complaint against John A. Bigelow and Henry W. Bigelow, defendants, and also at the same time filed their bond for costs and præcipe in said entitled cause, which said bond for costs, and also said bill of complaint and præcipe, are in the words and figures following, to wit:

UNITED STATES OF AMERICA, *Northern District of Illinois, ss:*
Circuit court, May term, A. D. 1860.

RICHARD FIELD, JOHN J. MERRITT, DANIEL KARR, CHARLES M. FIELD, JOHN J. MORRIS, JAMES MEYERS, WILLIAM KNISEBY, CHARLES STOUT, ROSWELL S. BENEDICT, WM. A. HALL, LEWIS S. BENEDICT, and HENRY C. SOUTHWICK } In chancery.

vs.

JOHN A. BIGELOW, HENRY W. BIGELOW.

3 I enter myself security for costs in this cause, and promise to pay all costs which may accrue to the opposite party in this action, or to any of the officers of this court, and in default of payment by the plaintiff of any costs ordered or adjudged to be paid by them, I hereby agree and stipulate that execution may issue against my property for any costs taxed against them.

Dated this 7 day of April, A. D. 1860. E. S. SMITH.

Endorsed: Filed this seventh day of April, A. D. 1860.
WM. H. BRADLEY, *Clerk.*

UNITED STATES OF AMERICA, *Northern District of Illinois, ss:*

Circuit court of the United States for the seventh circuit and northern district of Illinois, sitting in chancery.

To the judges of the circuit court of the United States for the seventh circuit and northern district of Illinois:

Richard Field, John J. Merritt, Daniel Karr, Charles M. Field, John J. Morris, James Meyers, William Kniseby, Charles Stout, Roswell S. Benedict, William A. Hall, Lewis S. Benedict, and Henry C. Southwick, residing in the city of New York, who are citizens of the State of New York,
4 bring this their bill against John A. Bigelow, of Freeport, and Henry W. Bigelow, residing at Chicago, who are citizens of the State of Illinois, and residing in said district aforesaid; and therefore your orators complain and say that heretofore, to wit, in the term of July, in the year of our Lord one thousand eight hundred and fifty-eight, in the circuit court of the United States for the seventh circuit and northern district of Illinois, by the consideration and judgment of said court, your orators Richard Field, John J. Merritt, Daniel Karr, Charles M. Field, and John J. Morris recovered against John A. Bigelow, defendant in this suit, the sum of seven hundred and forty-two dollars and sixty-two cents, for the damage which they had sustained, as well by reason of the non-performance of certain agreements and promises as for the costs and charges of your orators last named by them about their suit in that behalf expended, which were adjudged to your orators in and by the said court, whereof the said John A. Bigelow was convicted, as by the record of the said judgment in the office of the clerk of said court, reference being thereto had, and to which for greater certainty your orators pray leave to refer, will more fully and at large appear.

And your orators further show unto your honor that the said judgment so recovered in manner aforesaid, remaining in full force and effect, and the costs and damages aforesaid unpaid and unsatisfied, your orators
5 Rich'd Field, John J. Merritt, Daniel Karr, Charles M. Field, and John J. Morris, on or about the 28 day of September, in the year of our Lord one thousand eight hundred and fifty-eight, for the purpose of obtaining satisfaction of the said judgment, sued and prosecuted out of the said court a writ of the people called a fieri facias, directed to the United States marshal for the northern district of Illinois, that being the district in which

said defendant resided at the time of the issuing of said writ, by which said writ the said marshal was commanded that of the goods, chattels, lands, and tenements of John A. Bigelow, defendant, in your district, you cause to be made the sum of seven hundred and forty-two dollars and sixty-two cents, which your orators last named in the said circuit court recovered against the said defendant John A. Bigelow, and that he should have the money at the clerk's office of said court, at Chicago, in said district, in ninety days from the date thereof, to satisfy the judgment so recovered by your orators as aforesaid, and that he should have then and there that writ.

And you orators further show unto your honor that the said writ of fieri facias, before the delivery thereof to the said marshal of the said district aforesaid, was duly endorsed, and was afterwards, and on or about the 1st day of October, in the year of our Lord one thousand eight hundred and fifty-eight, delivered to the said marshal to be executed in due form of law.

6 And your orators further show unto your honor that the said marshal of said district aforesaid, on the third day of November, in the year of our Lord one thousand eight hundred and fifty-eight, returned on the said writ to him in that behalf directed and delivered as aforesaid, that "I did, on the 4th day of October, A. D. 1858, make a demand of the within-named John A. Bigelow for money property to satisfy this writ, and was informed by him that he had neither money to pay the same nor property to turn out, and after diligent search I have not been able to find any property belonging to the said John A. Bigelow whereupon to levy this execution, or by the sale of which I could make the amount or any part thereof. I therefore return this execution wholly unsatisfied;" as by the said writ of fieri facias, and the directions and the return of the said marshal endorsed thereon as aforesaid, filed in the office of the clerk of the said circuit court on the day and year last mentioned, will more fully appear, and to which, or to a copy thereof, your orators pray leave to refer.

And your orators further show unto your honor that the said judgment still remains in full force and effect, not reversed or satisfied or otherwise vacated, and that the said John A. Bigelow not paid the same to your orators Richard Field, John J. Merritt, Daniel Karr, Charles M. Field, and John J. Morris, but has hithereto wholly neglected and refused so to do.

And your orators further show unto you honor that there is now actually and equitably due to your orator last aforesaid particularly men-

7 tioned, upon the aforesaid judgment, the sum of seven hundred and forty-two dollars and sixty-two cents, together with the interest thereon from the 28th day of September, one thousand eight hundred and fifty-eight, over and above all claims of said defendant by the way of set-off or otherwise.

And your orators further show unto your honor that heretofore, to wit, in the term of July, in the year of our Lord one thousand eight hundred and fifty-eight, in the circuit court of the United States for the seventh circuit and northern district of Illinois, by the consideration and judgment of said court, your orators James Myers, William Kniseby, and Charles Stout recovered against John A. Bigelow, defendant in this suit, the sum of nine hundred and fifteen dollars and sixty-six cents for the damage which they had sustained as well by reason of the non-performance of certain promises and agreements as for the costs and charges of your orators last named by them about their suit in that behalf expended, which were adjudged to your orators last named in and by the said court, whereof the said John A. Bigelow was convicted, as by the record of the said judgment in the office of the clerk of said court, reference being thereto had, and to which for greater certainty your orators pray leave to refer, will more fully and at large appear.

And your orators further show unto your honor that the said judgment so recovered in manner aforesaid, remaining in full force and effect, and
8 the costs and damages aforesaid unpaid and unsatisfied, your orators last named, on or about the 28th day of September, in the year of our Lord one thousand eight hundred and fifty-eight, for the purpose of obtaining satisfaction of the said judgment, sued and prosecuted out of the said court a writ of the people called a fieri facias, directed to the United States marshal for the northern district of Illinois, that being the district in which said defendant resided at the time of the issuing of said writ, by which said writ the said marshal was commanded that of the goods, chattels, lands, and tenements of John A. Bigelow, defendant, in your district, you cause to be made the sum of nine hundred and fifteen dollars and sixty-six cents, which your orators last named in the said circuit court recovered against the said defendant, John A. Bigelow, and that he should have the money at the clerk's office of said court, at Chicago, in said district, in ninety days from the date thereof, to satisfy the judgment so recovered by your orators as aforesaid, and that he should have then and there that writ.

And your orators further show unto your honor that the said writ of fieri facias, before the delivery thereof to the said marshal of the said district aforesaid, was duly endorsed, and was afterwards, and on or about the 1st day of October, in the year of our Lord one thousand eight hundred and fifty-eight, delivered to the said marshal to be executed in due form of law.

9 And your orators further show unto your honor that the said marshal of said district aforesaid, on the 3rd day of November, in the year of our Lord one thousand eight hundred and fifty-eight, returned on the said writ to him in that behalf directed and delivered as aforesaid, that "I did, on the 4th day of October, 1858, make a demand of the within-named John A. Bigelow for money or property to satisfy this execution, and was informed by him that he had no property to turn out or money to pay the same, and after diligent search I have not been able to find any property belonging to the said John A. Bigelow, whereupon to levy this writ, or by the sale of which to make the amount or any part thereof. I therefore return this execution wholly unsatisfied;" as by the said writ of fieri facias, and the directions and the return of the said marshal endorsed thereon as aforesaid, filed in the office of the clerk of the said circuit court on the day and year last mentioned, will more fully appear, and to which or to a copy thereof your orators pray leave to refer.

And your orators further show unto your honor that the said judgment still remains in full force and effect, not reversed or satisfied or otherwise vacated, and that the said John A. Bigelow has not paid the same to your orators James Myers, William Kniseby, and Charles Stout, but has hitherto wholly neglected and refused so to do.

10 And your orators further show unto your honor that there is now actually and equitably due to your orators last specified, upon the aforesaid judgment, the sum of nine hundred and fifteen dollars and sixty-six cents, together with the interest thereon from the 28th day of September, one thousand eight hundred and fifty-eight, over and above all claims of said defendant by the way of set-off or otherwise.

And your orators further show unto your honor that heretofore, to wit, in the term of July, in the year of our Lord one thousand eight hundred and fifty-eight, in the circuit court of the United States for the seventh circuit and northern district of Illinois, by the consideration and judgment of said court, your orators Roswell S. Benedict, William A. Hall, Lewis S. Benedict, and Henry C. Southwick recovered against John Bigelow, defendant in this suit, the sum of ten hundred and ninety-three dollars for the damage which

they had sustained as well by reason of the non-performance of certain promises and agreements as for the costs and charges of your orators last named by them about their suit in that behalf expended, which were adjudged to your orators last named in and by the said court, whereof the said John A. Bigelow was convicted, as by the record of the said judgment in the office of the clerk of said court, reference being thereto had, and to
11 which for greater certainty your orators pray leave to refer, will more fully and at large appear.

And your orators further show unto your honor that the said judgment so recovered in manner aforesaid, remaining in full force and effect, and the costs and damages aforesaid unpaid and unsatisfied, your orators last named, on or about the 28th day of September, in the year of our Lord one thousand eight hundred and fifty-eight, for the purpose of obtaining satisfaction of the said judgment, sued and prosecuted out of the said court a writ of the people call a fieri facias, directed to the United States marshal for the northern district of Illinois, that being the district in which said defendant resided at the time of the issuing of said writ, by which said writ the said marshal was commanded that of the goods, chattles, lands, and tenements of John A. Bigelow, defendant, in your district, you cause to be made the sum of ten hundred and ninety-three dollars, which your orators last named in the said court recovered against the said defendant John A. Bigelow, and that he should have the money at the clerk's office of said court, at Chicago, in said district, in ninety days from the date thereof, to satisfy the judgment so recovered by your orators as aforesaid, and that he should have then and there that writ.

And your orators further show unto your honor that the said writ of fieri facias, before the delivery thereof to the said marshal of the said district aforesaid, was duly endorsed, and was afterwards, and on or about
12 the 1st day of October, in the year of our Lord one thousand eight hundred and fifty-eight, delivered to the said marshal to be executed in due form of law.

And your orators further show unto your honor that the said marshal of said district aforesaid, on the third day of November, in the year of our Lord one thousand eight hundred and fifty-eight, returned on the said writ to him in that behalf directed and delivered as aforesaid, that "I did, on the 4th day of October, 1858, demand of the within-named John A. Bigelow for money or property to satisfy this writ, and was informed by him that he had no money to pay the same or property to turn out, and after diligent search I have not been able to find any property belonging to the said John A. Bigelow whereupon to levy this writ or by the sale of which to the amount or any part thereof. I therefore return this execution wholly unsatisfied;" as by the said writ of fieri facias, and the directions and the return of the said marshal endorsed thereon as aforesaid, filed in the office of the clerk of the said circuit court on the day and year last mentioned, will more fully appear, and to which or to a copy thereof your orators pray leave to refer.

And your orators further show unto your honor that the said judgment still remains in full force and effect, not reversed or satisfied or otherwise vacated, and that the said John A. Bigelow has not paid the same to your orators Roswell S. Benedict, William A. Hall, Lewis S. Benedict, and
13 Henry C. Southwick, but has hitherto wholly neglected and refused so to do.

And your orators further show unto your honor that there is now actually and equitably due to your orators last named specially, upon the aforesaid judgment, the sum of ten hundred and ninety-three dollars, together with the interest thereon from the 28th day of September, one thousand eight hundred and fifty-eight, over and above all claims of said defendant by the way of set-off or otherwise.

And your orators further show unto your honor that on or about the 18th day of January, and before that time, in the year of our Lord one thousand eight hundred and fifty-eight, the said defendant John C. Bigelow was engaged in the mercantile business at the city of Freeport, in the district aforesaid, and that your orators are informed, and believe, that in the course of the said mercantile business of the said defendant John A. Bigelow divers persons became indebted to him to a large amount, and that the said defendant last named, at the time of filing this your orators' bill of complaint, has debts due to him, and for which he holds divers securities and evidences to a large amount, and other divers goods, wares, and merchandise, and other articles of personal property which belong to him or in which he is in some way or manner beneficially interested, and that he has equitable interests and things in action of some nature or kind which might and ought to be applied to the payment of your orators' said judgment against him, the said
14 defendant John A. Bigelow. And your orators also charge that the said defendant John A. Bigelow is the owner of or in some way or manner beneficially interested in some real estate in this or some other State, or some chattels real of some name or kind, or some contract or agreement relating to real estate, or the rents, issues, and profits of some real estate; and also that the said defendant John A. Bigelow is the owner of or in some way beneficially interested in the stock of some company, incorporated or unincorporated, or in the profits of some company or copartnership; and also that he has in his possession, at the time of the filing of this your orators' bill of complaint, some money in coin or bank bills, or that he has money deposited in some bank or elsewhere to his credit, or that he has money or securities for the payment of money held by some other person in trust or otherwise for his benefit. And if the said defendant John A. Bigelow has made any sale, assignment, or transfer of his property or effects, or any part thereof, your orators expressly charge that they believe such sale, assignment, or transfer is merely colorable and made with a view of protecting the property or effects of said defendant John A. Bigelow so assigned, and placing the same beyond the reach of your orators' said judgment, and enabling the said defendant John A. Bigelow to control and enjoy the same and the avails thereof, or to hinder and delay your orators in the collection of their respective debts now in judgment as aforesaid; and that so it would appear if the said defendant John A. Bigelow would state and set
15 forth when and to whom such sale, transfer, or assignment was made, and what was the amount in value of the property or effects so sold, assigned, or transferred, and what were the terms upon which such sale, transfer, or assignment was made, and what disposition has been made of the property or effects so sold, assigned, or transferred, and in whose possession the same now is, or what has been done with the avails thereof. And your orators claim a full and complete discovery of all such property, effects, and things in action belonging to the said defendant John A. Bigelow, and of all trusts whereby any property, debts, or effects are held for the use or benefit of the said defendant last named, and of every sale, assignment, or transfer which the said defendant last named has made of his property, debts, or other effects, and of the person or persons to whom such sale, assignment, or transfer has been made, the amount and value of the property, debts, or effects so sold, assigned, or transferred, and the trusts and other conditions upon which such sale, assignment, or transfer was made, and all the facts and circumstances relating thereto, and particularly what is the situation of the property debts, or other effects sold, assigned, or transferred at the time of filing this your orators' bill of complaint.

And your orators further show unto your honor that they have reason to believe, and do believe, that the said defendant last named has property

16 and other equitable interest, things in action, or effects of the value of more than five hundred dollars, exclusive of all prior first claims thereon, and which your orators have been unable to reach by executions on said judgments against the said defendant last named, and that this your orators' bill of complaint is not exhibited by collusion with the said defendants, or with any other person, or for the purpose of protecting the property or effects of said defendant John A. Bigelow against the claims of other creditors, but for the sole purpose of compelling payment and satisfaction of the judgment so as aforesaid recovered by your orator against the said defendant John A. Bigelow as aforesaid.

Your orators further show unto your honor that they believe and they so charge the facts to be that the said defendant Henry W. Bigelow has property or effects in his possession or under his control belonging to said John A. Bigelow which ought to be applied to the payment and satisfaction of your orators' said respective judgments against said defendant John A. Bigelow; and your orators well hoped that the said defendant John A. Bigelow would have paid to your orators the amount due them, respectively, on their said judgments, or would have applied for that purpose any property, money, debts, or other equitable interests or things in action belonging to him or in which he is in any way interested, as in equity and good conscience he

17 ought to have done. But now so it is, may it please your honor, that the said defendants combining and confederating together, and with divers other persons to your orators unknown, but whose names when discovered they pray may be inserted herein with proper and apt words to charge them, and contriving how to injure and defraud your orators in the premises, neglect or refuse to pay the amount so due to your orators on their said respective judgments, or to apply for that purpose any property, money, debts, or other equitable interests or things in action belonging to the said defendant John A. Bigelow, and for reason whereof the said defendant set up a variety of unfounded pretences; all which actings, doings, neglects, and pretences are contrary to equity and good conscience, and tend to the manifest wrong and injury of your orators in the premises. In tender consideration thereof, and forasmuch as your orators are remediless in the premises at and by the direct and strict rules of the common law, and cannot have adequate relief save in a court of equity, where matters of this and a similar nature are properly cognizable and relievable—to the end, therefore, that the said defendant may, if he can, show why your orators should not have the relief hereby prayed, and may upon their several and respective corporal oaths, and according to the best and utmost of their several and respective knowledge, remembrance, information, and belief, full, true, direct, and per-

18 fect answer make to all and singular the matters and things hereinbefore stated and charged, and particularly to such of the several interrogatories hereinafter numbered and set forth, as by the note hereunder written he is required to answer, that is to say, the said defendant may fully set forth and discover, according to the best of his knowledge, remembrance, information, and belief, the nature and situation, amount and value of all the property, interest, and effects of the said defendant John A. Bigelow, including all things in action, of whatever nature or kind, with all particulars relating thereto, and that he may answer and state whether at the time of filing this your orators' bill of complaint he, the said defendant John A. Bigelow, had no debts due to him to a considerable amount; and if so, that he may state particularly the amount of such debts, respectively, and from whom the same are due, and what security is held therefor; and also that he may state which and what amount of said debts are good and collectable, and what amount bad or doubtful, and whether at the time of filing this your orators' bill of complaint he had not some property, real or personal, in law

or equity, belonging to him, or held in trust for him, or in which he had some beneficial interest of some kind or description; and if so, that he may state and set forth a full, true, and particular account thereof and the nature
19 and value of his interest therein, and that he may also state whether he had not money of some kind in his possession, or under his control, or deposited to his credit, or for his use, or in some way or manner held for his use or benefit; and if so, that he may state and set forth particularly the amount thereof, and how and by whom the same is held, and that he may also state whether he has any other equitable interest or thing in action, or other means belonging to him or in which he is in any way interested, whereby he could pay any part of the amount so as aforesaid due to your orators upon their said respective judgments against him, the said defendant John A. Bigelow; and if the said defendant last named has made any sale, assignment, or transfer of his property and effects, or any part thereof, that then the said defendants may state and set forth, each for himself, jointly or separately, generally, but not in items, what property or effects have been so sold, assigned, or transferred, and the value thereof, and particularly when and to whom, and for what purpose, and upon what terms and conditions, such sale, assignment, or transfer was made, and what has been done under such sale, assignment, or transfer, and what has been done with the property or effects so sold, assigned, or transferred, and the avails thereof; and that the said defendant may specially state or set forth, each for himself, jointly or separately, and that the said defendants, or some of them,
20 may be decreed to pay your orators the amount so as aforesaid due to them for principal and interest on their said respective judgments, together with your orators' costs and charges in this behalf sustained, and may be decreed to apply for that purpose any money or property, real or personal, in law or equity, debts, choses in action, or equitable interests belonging to said defendant John A. Bigelow, or held in trust for him, or in which he is in any way or manner beneficially interested, and that the said defendants may be enjoined and restrained from selling, assigning, transferring, delivering, negotiating, discharging, receiving, collecting, incumbering, or in any way or manner disposing of or intermeddling with any debts or demands due to John A. Bigelow, or any bills, bonds, notes, drafts, checks, book accounts, mortgages, judgments, or other debts due to him, whether in his possession or held by some other person in trust for him or to his use or benefit, and also from selling, assigning, transferring, or in any manner incumbering or disposing of or intermeddling with any money in coin, bank bills, drafts, or checks belonging to him, whether in his possession or held by any person in trust for his use or benefit, or any stock or interest in any private or incorporated company, or any property, real or personal, things in action, or chattels real held by him or by any other person for him, or in which he has any interest whatever, except when such trust has been created by, or the
21 fund so held in trust has proceeded from some person, other than the said defendant John A. Bigelow; and that the said defendant last named may also be in like manner prohibited from making any assignment of his property, and from confessing any judgment for the purpose of giving preference to any other creditor over your orators, and from doing any other act to enable other creditors to obtain his property; and that a receiver may be appointed, according to the course of practice in this court, and with the usual powers of receivers in like cases, of all the property, equitable interests, things in action, and effects of the said defendant John A. Bigelow; and that your orators may have such further or such other relief in the premises as the nature of their case shall require, and as shall be agreeable to equity and good conscience. May it please your honor to grant unto your orators the people's writ of injunction, issuing out of and under the seal

of this honorable court, to be directed to the said defendants, John A. Bigelow and Henry W. Bigelow, and to their and each of their counsellors, attorneys, solicitors, trustees, and agents, therein and thereby commanding and strictly enjoining the said defendants and the persons before mentioned, in manner aforesaid; and may it please your honor to grant unto your orators the people's writ of subpœna, issuing out of and under the seal of this honorable court, to be directed to the said defendants, John A. Bigelow and Henry W. Bigelow, therein and thereby commanding them and each of them,
22 on a certain day and under a certain penalty to be therein inserted, that they personally be and appear before the judges of the circuit court of the United States for the seventh circuit and northern district of Illinois, at the court-room, in the city of Chicago, then and there to answer all and singular the premises, and to stand to and abide by and perform such order and decree therein as to your honor shall seem agreeable to equity and good conscience. And your orators will ever pray, &c

Richard Field, John J. Merritt, Daniel Karr, Charles M. Field, John J. Morris, James Meyers, William Kniseby, Charles Stout, Roswell S. Benedict, William A. Hall, Lewis S. Benedict, and Henry C. Southwick, per—

C. MADISON MARTIN, *their Agent and Att'y in Fact.*

E. S. SMITH & Co., *Compl'ts' Sol'rs.*

E. M. DEWEY, *of Counsel.*

UNITED STATES OF AMERICA, *Northern District of Illinois, ss:*

On this 7 day of April, one thousand eight hundred and sixty, per-
23 sonally come before me C. Madison Martin, who, being duly sworn, saith that he is the agent and att'y for the above-named complainants, and makes this aff't on their behalf; that he has read the foregoing bill of complaint, and knows the contents thereof, and that the same is true of his own knowledge, except as to matters and things therein stated upon information and belief, and as to these matters he believes it to be true; that the reason why this verification is not made by one of the complainants herein is, that they all are, and each of them is, a non-resident of the State of Illinois.

C. MADISON MARTIN.

Sworn to and subscribed before me the 7 day April, 1860.

WM. H. BRADLEY, *Cl'k.*

Endorsed: Filed April 7, 1860.

WM. H. BRADLEY, *Cl'k.*

24 UNITED STATES OF AMERICA, *Northern District of Illinois, ss:*

Circuit court, May term, A. D. 1860.

RICHARD FIELD, JOHN J. MERRITT, DANIEL KARR, Charles M. Field, John J. Morris, James Meyers, William Kniseby, Charles Stout, Roswell S. Benedict, and Henry C. Southwick, plaintiff, *vs.* JOHN A. BIGELOW, HENRY W. BIGELOW, defendant.	In chancery.

You will please issue a summons in the above-entitled cause in favor of the above-named plaintiffs, who are citizens of the State of New York, against the above-named defendants, who are citizens of the State of Illinois, and make the same returnable to said court on the 1 Monday of May, A. D. 1860.

Dated the 7 day April, A. D. 1860.

Yours, &c.,

E. S. SMITH & CO., *Pl'ffs' Att'ys.*

To WM. H. BRADLEY, Esq., *the Clerk of said Court.*

Endorsed: Filed this seventh day of April, A. D. 1860.
WM. H. BRADLEY, *Clerk.*

25 On the same day, to wit, the seventh day of April, A. D. 1860, a writ of subpœna was issued out of the clerk's office, directed to the marshal of the northern district of Illinois to execute, which said writ of subpœna, together with the memorandum, and also the return of the marshal thereon endorsed, are in the words and figures following, to wit:

UNITED STATES OF AMERICA, *Northern District of Illinois, ss:*

The United States of America to John A. Bigelow and Henry W. Bigelow, greeting:

We command you, and every of you, that you appear before our judges of our circuit court of the United States of America for the northern district of Illinois, at Chicago, in said district, on the first Monday in the month of May next, to answer the bill of complaint of Richard Field, John J. Merritt, Daniel Karr, Charles M. Field, John J. Morris, James Meyers, William Kniseby, Charles Stout, Roswell S. Benedict, William A. Hall, Lewis S. Benedict, and Henry C. Southwick, this day filed in the clerk's office of said court, in said city of Chicago, then and there to receive and abide by such judgment and decree as shall then or thereafter be made, upon pain of judgment being pronounced against you by default.

26 To the marshal of the northern district of Illinois to execute.

Witness the Hon. Roger B. Taney, chief justice of the Supreme Court of the United States of America, at Chicago aforesaid, this seventh day of April, in the year of our Lord one thousand eight hundred and sixty, and of our independence the eighty-fourth year.

[SEAL.] WM. H. BRADLEY, *Clerk.*

Memorandum.—The above-named defendants are notified that unless they and each of them shall enter their appearance in the clerk's office of said court, at Chicago aforesaid, on or before the day to which the above writ is returnable, the complaint will be taken against them as confessed, and a decree entered accordingly.

WM. H. BRADLEY, *Clerk.*

Circuit court of the United States of America.

NORTHERN DISTRICT OF ILLINOIS, *ss:*

RICHARD FIELD *et al.*
vs.
JOHN W. BIGELOW AND HENRY W. BIGELOW. } In chancery, May term, A. D. 1860.

27 To John A. Bigelow and Henry W. Bigelow: Take notice that the complainants will move this honorable court, on the 16 day of April, 1860, at the going in of the court on that day, or as soon thereafter as counsel can be heard, that a writ of injunction issue against the within-named defendants, John A. Bigelow and Henry W. Bigelow, in accordance with the prayer of the bill herein.

Yours, &c., E. S. SMITH & CO., *Comp'ts' Solicitors.*

Dated this 7 day of April, A. D. 1860.

I have served this writ by leaving with John A. Bigelow, the within-named, a copy thereof, this 10th day of April, A. D. 1860, and by leaving with Henry W. Bigelow, within named, a copy thereof, this 11th day of April, A. D. 1860.

THOMAS HOYNE, *U. S. Marshal North. Dist. of Ill's,*
By V. A. BOYER, *Dep.*

Endorsed: Filed April 12th, A. D. 1860.

WM. H. BRADLEY, *Clerk.*

28 On this day, to wit, the sixteenth day of April, A. D. 1860, came the said defendants, John A. Bigelow and Henry W. Bigelow, by Miller & Lewis, their solicitors, and filed in said clerk's office in said entitled cause their answers to the bill of complaint herein allowed, which answers are in the words and figures following, to wit:

United States of America, circuit court of the United States for the seventh circuit and northern district of Illinois, sitting in chancery.

The answer of John A. Bigelow, one of the defendants, to the bill of complaint of Richard Field, John J. Merritt, Daniel Karr, Charles M. Field, John J. Morris, James Myers, William Kingsley, Charles Stout, Roswell S. Benedict, William A. Hall, Lewis S. Benedict, and Henry C. Southwick, residing in the city of New York, complainants.

This defendant, now and at all times hereafter saving and reserving to himself all manner of benefit and advantage of exception to the many errors and insufficiencies of the complainant's said bill of complaint contained, for answer thereunto, or unto so much or such parts thereof as this defendant is advised is material for him to make answer unto, he answers and says
29 that he admits that the judgments were recovered, the executions issued and returned as alleged in said bill of complaint; and this defendant further admits that said judgments, as he is informed and believes, still remain in full force and effect, not reversed, satisfied, or otherwise vacated, as alleged in said bill of complaint, and that there is actually and equitably due unto said complainants upon said judgments the several sums as alleged in said bill of complaint.

And this defendant, further answering, says that on or about the sixteenth day of January, A. D. 1858, and before that time, this defendant was engaged in the mercantile business at the city of Freeport, and that in the course of said business divers persons did become indebted to this defendant to a large amount, but this defendant is not able to state the exact amount. The larger part of such indebtedness had been paid prior to the said sixteenth day of January, A. D. 1858. And this defendant further says that on said sixteenth day of January, A. D. 1858, there was due to this defendant from divers persons the sum of about forty-seven hundred dollars, ($4,700,) a small portion of which was collected and expended by this defendant between the said sixteenth day of January, A. D. 1858, and the fifth day of February, A. D. 1858; the remainder of said accounts and demands were disposed of by this defendant as follows: On the morning of the fifth
30 day of February, A. D. 1858, this defendant assigned, endorsed, and delivered to Henry W. Bigelow, of Chicago, Illinois, notes to the amount of twenty hundred and eighteen dollars and forty-three cents, ($2,018 43,) as collateral security to secure the payment of a debt due and owing by this defendant to the said Henry W. Bigelow, which debt amounted to the sum of about twenty-three hundred and sixty-seven dollars and fifty-seven cents, ($2,367 57,) according to the best recollection, knowledge, and belief of this defendant; and at the time and place aforesaid this defendant assigned, endorsed, and delivered to D. C. Hyde & Co., of New York, notes, claims, and accounts to the amount of nineteen hundred and forty-four dollars and eleven cents, ($1,944 11,) as collateral security to secure the payment of a debt owing by this defendant to the said D. C. Hyde & Co., which debt amounted to the sum of nine hundred and seventy-one dollars, ($971;) and at the time and place aforesaid this defendant assigned, endorsed, and delivered to William W. Bigelow, for services rendered as clerk to this defendant, notes, claims, and accounts to the amount of three hundred and

ninety-two dollars and ten cents, ($392 10,) as collateral security to secure the payment of a debt due and owing by this defendant to the said William W. Bigelow, which debt amounted to the sum of three hundred and thirty-seven dollars and five cents, ($337 05;) and at the time and place aforesaid this defendant assigned, endorsed, and delivered to Jacob
31 Mease, jr., for services rendered to this defendant as clerk, notes, claims, and accounts to the amount of two hundred and sixty-four dollars and sixty-eight cents, ($264 68,) as collateral security to secure the payment of a debt due and owing by this defendant to the said Jacob Mease, jr., which debt amounted to the sum of two hundred and eighty-seven dollars and seventy cents, ($287 70.)

And this defendant, further answering, says that he had at the time aforesaid, and still has, a tract of land located in the county of St. Croix and State of Wisconsin, amounting to one hundred and sixty (160) acres, more or less, the value of which is not known to this defendant.

And this defendant, further answering, says that he had at the time aforesaid, and still has, lot No seven (7) in block No. one (1) in Guiteau's addition to the town, now city, of Freeport.

And this defendant, further answering, says that on the eighteenth (18) day of January, A. D. 1858, this defendant executed a trust deed on the above-described lot to Horace Meech, of the city of Freeport, for the sum of three hundred and thirty-three dollars and seventy-three cents, to secure the payment of the debt aforesaid, which debt was due and owing said Horace Meech for a balance of money loaned of the said Horace Meech by this defendant, which said debt is still due and owing.

And this defendant, further answering, says that there is a house on said lot, which said house is now occupied by this defendant with his family as
32 his homestead, and that he has occupied it as such for more than a year last past; and this defendant claims and insists upon all the rights and benefits secured to him by the laws of this State exempting homesteads from sale on legal process. And this defendant says that the value of said house and lot does not exceed thirteen hundred dollars.

And this defendant, further answering, says that he owns no stock in any company, incorporated or unincorporated, is not interested in any company, incorporated or unincorporated, nor is he interested in the profits of any company or copartnership, nor did he have at the time of filing said bill any money in any bank or elsewhere to his credit or security for the payment of money held by any person in trust or otherwise for him or for his benefit.

This defendant, further answering, says that he has made no assignment or transfer of his property or effects, or any part thereof, except as hereinbefore set forth, to secure debts due and owing from this defendant to the persons as aforesaid.

And this defendant, further answering, admits that he is the owner of W. E. Childs & Co.'s patent fire and water proof cement roofing for the counties of Jo Davies, Stephenson, and Winebago, in the State of Illinois. Its value this defendant at one time believed to be five hundred dollars, and at the time of filing the bill of complaint aforesaid this defendant believed it to be worth nothing.

33 And this defendant, further answering, says that he has a lease of a store in Freeport, to run about six years, for which this defendant is to pay six hundred and fifty dollars ($650) per annum, but it is not now worth more than five hundred dollars ($500) per annum. And this defendant denies that he has any goods, wares, or merchandise, or any article of personal property, or that he has any debts due to him, or that he holds any securities or evidences to any amount other than such articles of personal property as are by law exempt from execution by the reason of this defendant's

being the head of a family and a householder, which this defendant avers that he is, nor has he any equitable interest or things in action of any nature or kind which might or ought to be applied to the payment of the said complainants' said judgments.

And this defendant, further answering, denies that he is the owner of or in any way or manner beneficially interested in any real estate in this or any other State or Territory, save as above stated, nor has he any chattels real of any name or kind, nor any contract or agreement relating to real estate, or the rents, issues, and profits thereof, other than as above stated.

And this defendant, further answering, denies all acts and doings charged in said bill concerning the concealing and conveying or covering up of his property. And this defendant denies that he has in any manner connived and
34 confederated with said Henry W. Bigelow, or with any other person for the purpose of preventing the collection of said executions.

And this defendant, further answering, denies that the said defendant Henry W. Bigelow has property or effects in his possession or under his control belonging to this defendant.

And this defendant, further answering to the special interrogatories of the complainants in their said bill, saith that at the time of the filing of the said bill this defendant had no property, interest, nor effects, nor has he since had any property, interest, or effects other than that hereinbefore named and excepted; neither had he then nor has he had since any things in action of any nature or kind, nor had he then nor has he had since then any debts due to him of any amount.

This defendant, further answering, says that of the notes turned out and assigned as aforesaid to the said Henry W. Bigelow there has been (from this defendant's information and belief) from seven hundred ($700) to one thousand dollars ($1,000) collected; and of those turned out and assigned as aforesaid to D. C. Hyde & Co., of New York, (from this defendant's information and belief,) there has been collected some one hundred and fifty to two hundred dollars; and of the notes and accounts assigned to William W. Bigelow there has been two hundred dollars or thereabouts collected; and of the notes and accounts assigned by this defendant to Jacob Mease, jr., aforesaid, there has been, to the best of this defendant's knowledge and belief, from one hundred and fifty to two hundred dollars collected.

35 And this defendant, further answering, says that the balance of the notes, claims, and accounts assigned as aforesaid by this defendant to the said Henry W. Bigelow, D. C. Hyde & Co., William W. Bigelow, and Jacob Mease, jr., are nearly or quite worthless and uncollectable. And this defendant denies all and all manner of unlawful combination and confederacy wherewith he is by the said bill charged; without this, that there is any other matter, cause, or thing in the said complainant's said bill of complaint contained, material or necessary for this defendant to make answer unto, and not herein and hereby well and sufficiently answered, confessed, traversed, and avoided or denied, is true to the knowledge or belief of this defendant. All which matters and things this defendant is ready and willing to aver, maintain, and prove as this honorable court shall direct, and humbly prays to be hence dismissed with his reasonable costs and charges in this behalf most wrongfully sustained.

J. A. BIGELOW.

MILLER & LEWIS, *Sol'rs.*

STATE OF ILLINOIS, *Cook County, ss:*

John A. Bigelow, being duly sworn, deposes and says that he has read the foregoing answer and knows the contents thereof, and that the same is true except as to the matters therein stated on the information and
36 belief of this deponant; as to those matters he believes it to be true.

J. A. BIGELOW.

Sworn to and subscribed before me this 16th day of April, A. D. 1860.
WM. H. BRADLEY, *Clk.*

Endorsed: Filed April 16th, 1860.
WM. H. BRADLEY, *Clk.*

Circuit court of the United States for the northern district of Illinois.

HENRY W. BIGELOW, JOHN A. BIGELOW, *ads.*
RICHARD FIELD, JOHN J. MERRITT, CHARLES M. FIELD, Daniel Karr, John D. Morris, James Meyers, William Knisby, Charles Stout, Roswell S. Benedict, William A. Hall, Lewis S. Benedict, and Henry C. Southwick.

The separate answer of Henry W. Bigelow to the bill of complaint filed in this cause.

37 The said defendant Henry W. Bigelow, saving and reserving all benefits of exception to the many errors and imperfections in said bill of complaint, for answer thereto, or unto so much thereof as he is advised by his counsel it is material for him to make answer unto, answering, says that he has no knowledge as to whether the said complainants recovered judgments against said John A. Bigelow, as is stated and alleged in said bill of complaint, nor as to whether demand was made of property, and said writs of execution returned as is therein stated; and he therefore neither admits nor denies said allegations, but leaves said complainants to make proof thereof. Further answering, this defendant says that he admits that prior to the 16th of January, A. D. 1858, the said John A. Bigelow was engaged in the mercantile business in the city of Freeport, in the county of Stephenson, and had been so engaged for a number of years; and this defendant has been informed and believes, and therefore admits, that in the course of said business divers persons became indebted to him, but to what amount this defendant is unable to state.

And this defendant, further answering, says that as to that part of said bill of complaint wherein it is stated that at the time of the filing of said bill of complaint the said defendant John A. Bigelow had debts due to him, and for which he held divers securities and evidences of indebtedness to
38 a large amount, and divers goods, wares, and merchandise, and other articles of personal property which belonged to him, or in which he was in some way or manner beneficially interested; and that he had equitable interests and things in action of some nature or kind which might and ought to be applied to the payment of complainants' said judgments; and that he was in some way and manner beneficially interested in some real estate in this or some other State, or some chattels real of some nature or kind, or some contract or agreement relating to real estate, or the rents, issues, and profits of some real estate; and that the said defendant John A. Bigelow was the owner of or in some way beneficially interested in the stocks of some company incorporated or unincorporated, or the profits of some company or copartnership; and that he had in his possession, at the time of the filing the said bill of complaint, some money in coin or bank bills, or that he had in his name or the name of some other person deposited in some bank or elsewhere to his credit or benefit; or that he had money or securities for the payment of money held by some other person in trust or otherwise for his benefit; and that he has property and other equitable interest, things in action, or effects of the value of more than one hundred dollars, exclusive of all prior and first claims thereon; this
39 defendant has no personal knowledge as to whether said allegations or either of them are true, as to what extent said allegations

are true, if they are to any extent true; but this defendant, for answer thereto, states that upon the best of his information, knowledge, and belief the said defendant says that on the third day of March, A. D. 1858, the said defendant John A. Bigelow was the owner of a tract of land of about 160 acres, located in the county of St. Croix, in the State of Wisconsin, also lot No. 7, in block number one, in Gurtau's addition to the town, now city, of Freeport, subject to a trust deed for about $333 73-100; and that he was the owner of W. E. Childs & Co.'s patent fire and water proof cement roofing for the counties of Jo Daviess, Stephenson, and Winnebago, in the State of Illinois; and that he also had a lease for a store in Freeport, to run about eight years from that time, the rent reserved in said lease being six hundred and fifty dollars per annum; and that he has some articles of household furniture, but what the same consist of this defendant is unable to state; but this defendant has no knowledge, information, or belief as to what extent, if any, the said John A. Bigelow may have conveyed or encumbered the above-described property since the 3d of March aforesaid, except that this defendant believes that the said John A. Bigelow still holds the lease of said store, and still has some articles of household furniture, but the value or amount of such articles this defendant is unable to state, but be-
40 lieves that they do not exceed the amount by law exempted from execution.

This defendant, further answering, says, in respect to said lease given to said John A. for the term aforesaid, that he, this defendant, is occupying said store and a portion of the cellar under the same, under an agreement with John S. Emmet, the owner thereof, at a rent of $500 per annum.

This defendant, further answering, says, that the said John A. Bigelow, on the 5th day of February, A. D. 1858, transferred to this defendant notes then held by him amounting in all to the sum of $2,018 43, as security for the payment of $2,367 57, then due and owing from the said John A. Bigelow to this defendant; and this defendant is informed and believes that at about the same time he transferred and delivered to D. C. Hyde & Co., of New York, notes, claims, and accounts to the amount of $1,944 11, to secure the payment of a debt amounting to the sum of $971; and also that at about the same time he transferred and delivered to one William W. Bigelow notes, claims, and accounts to the amount of $392 10, as security for the payment of a debt of $337 05, then due and owing from the said John A. Bigelow to the said William W. Bigelow; and also that at about the same time he transferred and delivered to one Jacob Mease, jr., notes, claims, and accounts amounting to $264 68, as security for the payment of a debt
41 of $287 70, then due and owing from the said John A. Bigelow to the said Jacob Mease.

And this defendant, further answering, says that he has no knowledge or information regarding any other assignment or transfer of the said John A. Bigelow of his property than that above mentioned, nor any other knowledge or information regarding the purposes or object of such transfer than the purposes and object above stated. And this defendant has no knowledge or information that would lead him to suppose, nor does he believe, that said transfer, or either or any of them, were made for the purpose of hindering, delaying, or defrauding said complainants or any or either of the creditors of the said John A. Bigelow; but this defendant knows, so far as he is concerned and believes, so far as the other of the above-named creditors of the said John A. Bigelow are concerned, that said transfers were made to secure valid and bona fide debts then due and owing by the said John A. Bigelow, and for no bad or fraudulent purpose whatever.

And this defendant, further answering, says that he has not yet succeeded

in collecting one half part of the notes turned out to him by the said John A. Bigelow as aforesaid; and this defendant does not think he will be able to collect much more than he has already collected; and with respect to
42 the present condition and goodness of the balance of the notes, claims, and accounts turned out by said John A. Bigelow as aforesaid, this defendant has no knowledge, information, or belief, except that he has been informed that a large majority of the notes turned out to D. C. Hyde & Co. are deemed bad, and he has been informed by D. C. Hyde that he has received thereupon only about $100.

And this defendant, further answering, says that he has no property of any name, nature, or description, or effects of any kind whatever in his possession or under his control belonging to the said John A. Bigelow, or in which he, the said John A., is in any manner interested, except the notes hereinbefore stated, which are held by this defendant as securities for the payment of said indebtedness hereinbefore mentioned and set forth. And this defendant denies all and all manner of unlawful combination and confederacy wherewith he is by the said bill charged, without this, that there is any other matter, cause, or thing in the said complainants' bill of complaint contained material or necessary for this defendant to make answer unto, and not herein and hereby well and sufficiently answered, confessed, traversed, and avoided, or denied, is true to the knowledge or belief of this defendant. All which matters and things this defendant is ready and willing to aver, maintain, and prove as this honorable court shall direct, and humbly prays to be dismissed
43 with his reasonable costs and charges in this behalf most wrongfully sustained.

H. W. BIGELOW.

MILLER & LEWIS, *Sol's and Counsel for Def'ts.*

STATE OF ILLINOIS, *Cook County, ss:*

Henry W. Bigelow, being duly sworn, deposes and says that he has heard read the foregoing answer and knows the contents thereof, and that the same is true except as to the matters therein stated on information and belief, and as to those matters he believes it to be true.

H. W. BIGELOW.

Sworn to and subscribed before me this 16th day of April, A. D. 1860.

WM. H. BRADLEY, *Clk.*

Endorsed: Filed April 16th, 1860.

WM. H. BRADLEY, *Clk.*

44 On this day, to wit, the fourteenth day of September, A. D. 1860, came said complainants, by their solicitors, and filed in said clerk's office their replications in said entitled cause, which said replications are in the words and figures following, to wit:

United States of America, circuit court of the United States for the 7th circuit and northern district of Illinois.

RICHARD FIELD *et al.*
vs.
JOHN A. BIGELOW *et al.* } In chancery.

NORTHERN DISTRICT OF ILLINOIS, *ss:*

The replication of the above-named complainants to the several answer of Henry W. Bigelow, one of the above-named defendants.

These repliants, saving and reserving to themselves, now and at all times hereafter, all and all mannner of benefit and advantage of exception which may be had or taken to the manifold insufficiencies of the said answer and

further answer, for replication thereunto, say that they will aver, maintain, and prove their bill of complaint to be true, certain, and sufficient in
45 the law to be answered unto, and that the said answer of the said defendant is uncertain, untrue, and insufficient to be replied unto by these repliants, without this, that any other matter or thing whatever in the said answer contained, material or effectual in the law to be replied unto, and not herein and hereby well and sufficiently replied unto, confessed and avoided, traversed or denied, is true. All which matters and things these repliants are and will be ready to aver, maintain, and prove as this honorable court shall direct, and humbly pray as in and by their said bill they have already prayed.

E. S. SMITH & CO., *Compl'ts' Sol's.*

Endorsed: Filed Sept. 14th, 1860.

WM. H. BRADLEY, *Cl'k.*

46 United States of America, circuit court of the United States for the 7th circuit and northern district of Illinois.

RICHARD FIELD *et al.*
vs.
JOHN A. BIGELOW *et al.* } In chancery.

NORTHERN DISTRICT OF ILLINOIS, *ss:*

The replication of the above-named complainants to the several answer of John A. Bigelow, one of the above-named defendants.

These repliants, saving and reserving to themselves, now and at all times hereafter, all and all manner of benefit and advantage of exception which may be had or taken to the manifold insufficiencies of the said answer and further answer, for replication thereunto, say that they will aver, maintain, and prove their bill of complaint to be true, certain, and sufficient in the law to be answered unto, and that the said answer of the said defendant is uncertain, untrue, and insufficient to be replied unto by these repliants, without this, that any other matter or thing whatsoever in the said answer contained, material or effectual in the law to be replied unto, and not herein and hereby well
47 and sufficiently replied unto, confessed and avoided, traversed or denied, are true. All which matters and things these repliants are and will be ready to aver, maintain, and prove as this honorable court shall direct, and humbly pray as in and by their said bill they have already prayed.

E. S. SMITH & CO., *Compl'ts' Sol's.*

Endorsed: Filed Sept. 14th, 1860.

WM H. BRADLEY, *Cl'k.*

On this day, to wit, the 20th day of February, A. D. 1861, in the record of the proceedings of said court in said entitled cause is the following entry, to wit:

RICHARD FIELD, JOHN J. MERRITT, DANIEL KARR, Charles M. Field, John J. Morris, James Myers, William Kinsley Charles Stout, Roswell S. Benedict, William A. Hall, Lewis S. Benedict, and Henry C. Southwick
v.
JOHN A. BIGELOW AND HENRY W. BIGELOW. } Chancery.

48 Now come the complainants, by Smith & Dewey, their solicitors, and on motion leave is given the complainants to examine the defendants orally, before the master, upon oath; and it is ordered that the master

be authorized and empowered to issue process to compel the attendance of the defendants before him for that purpose, and that said master make report of the examination with all convenient speed; provided, however, that the complainants pay all costs incurred by said reference.

On this day, to wit, the 11th day of June, A. D. 1861, in the record of the proceedings of said court in said entitled cause is the following entry, to wit:

RICHARD FIELD, JOHN J. MERRITT, DANIEL KARR, Charles M. Field, John J. Morris, James Meyers, William Kinseley, Charles Stout, Roswell S. Benedict, William A. Hall, Lewis S. Benedict, and Henry C. Southworth
v.
JOHN A. BIGELOW AND HENRY W. BIGELOW. } Chancery.

Now come the defendants, by their solicitor, and on motion the complainants are ruled to close taking proofs by the first Monday of July next.

49 On this day, to wit, the twenty-first day of October, A. D. 1862, in the record of the proceedings of said court in said entitled cause is the following entry, to wit:

RICHARD FIELD, JOHN J. MERRITT, DANIEL KARR, CHARLES M. FIELD, John J. Morris, James Meyers, William Knisley, Charles Stout, Roswell S. Benedict, William A. Hall, Lewis S. Benedict, and Henry C. Southwick
vs.
JOHN A. BIGELOW AND HENRY W. BIGELOW. } Chancery.

By agreement of the parties, by their solicitors, and upon stipulation filed, this cause is set down for hearing on the bill, answers, replications, and proofs on file, as per stipulation filed herein.

On the same day, to wit, the 21st day of October, A. D. 1862, came said parties, by their solicitors, and filed in said clerk's office their stipulation in said entitled cause; which said stipulation is in words and figures following, to wit:

50 United States circuit court.

RICHARD FIELD *et al.*
vs.
JOHN A. BIGELOW *et al.*

It is stipulated that the above cause be set down for hearing upon the pleadings and upon the evidence taken in a certain cause now depending in said court, wherein Austin Summer and others are complainants, and said John A. Bigelow and others are defendants, subject to all legal exceptions to said evidence. Parties shall entitled to use on hearing all proper documentary evidence in both cases, subject to legal objections.

HOYNE, MILLER & LEWIS, *for Def'ts.*
E. S. SMITH, *for Compl'ts.*

Endorsed: Filed Oct. 21st, 1862.

WM. H. BRADLEY, *Clk.*

51 On the hearing of said cause the complainants read in evidence the following testimony, to wit:

Deposition of Abner French, taken on the twenty-ninth day of May, A. D. 1862, at Boston, Massachusetts, before George T. Angell, commissioner, on behalf of complainants in the case of Austin Sumner *et al. vs.* John A. Bigelow, and by agreement read in evidence in this cause.

Interrogatory 1st. What is your name, age, occupation, and place of residence?

Answer. Abner French; I am forty-seven years old; am a merchant, and reside at Watertown near Boston, Massachusetts, but do business in Boston.

Interrogatory 2nd. Do you know the parties plaintiff and defendant in the caption to these interrogatories mentioned, or either and which of them, and how long have you known them respectively?

Answer. I have known the plaintiffs about fifteen years, I should think. I have known John A. Bigelow since I had an interview with him at
52 his house in Freeport, Illinois, in December, 1859. The other defendant I do not know.

Interrogatory 3d. If you say you know the parties complainant and defendant above named, or either of them, answer do you know or remember anything about a levy under execution made at Freeport, Illinois, on a stock of goods belonging to the defendant John A. Bigelow? If yea, state all you know about it. How and from whom did you acquire your information in relation thereto? By whom was the levy made? In whose favor was the execution under which the levy was made? What was the amount of the demand in the execution? When was the levy made? When and where did you acquire your information as to the fact that a levy had been made? In whose possession and where was the stock of goods levied on at that time?

Answer. I do know and remember about a levy under execution made at Freeport, Illinois, on a stock of goods belonging to the defendant John A. Bigelow; that is to say, I do know and remember what said John A.
53 Bigelow stated to me about it in a conversation which I had with him at his house in Freeport, in December, 1859. I was at that time acting for the firm of Pierce Brothers & Flanders, of Boston, and at their request called on Mr. Bigelow to see if some settlement of their demand against the defendant could not be made. Mr. John A. Bigelow, at that time, stated to me that he was at that time in no condition to make a settlement of the affairs; that his uncle, Henry W. Bigelow, had covered the property all up by judgment notes, which he had given his uncle, and I understood him that it was so covered to the amount of about twenty thousand dollars. He said that he really owed his uncle only about two thousand dollars, but that this was done for the purpose of keeping the property from being wasted and destroyed by attaching creditors, and that it was done especially for the benefit of his creditors, and that as soon as any favorable opportunity for a sale without much sacrifice of the stock and his house should occur, that they would be disposed of and the proceeds applied to the benefit of his creditors. He said that he had invested a large
54 amount of his funds in his house, which he regretted, but could not help it. He said that the property belonged to his creditors, and that they should have it, and he hoped very soon to be able to make a proposition to all the creditors, which he had no doubt would be at least a dividend of fifty per cent. I understood him that his uncle had levied on the property as before stated, and that he was acting as agent for his uncle in selling it for the benefit of the creditors. I did not learn from him the precise time when the levy was made nor the exact amount of the demand, except that it was sufficiently large to cover the whole property. This conversation was in Mr. John A. Bigelow's house, in the evening. I did not go to his

store or see the stock of goods, as it was in the evening that I had the conversation, and I went off either that night or the next morning; I don't remember which.

Interrogatory fourth. If you answer the 2nd and 3d interrogatories above in the affirmative, then answer did you, at any time, have a conversation with the defendant John A. Bigelow about said levy and about a
55 judgment note given by him before that time? If yea, state fully and at large all he told you about said levy, and also state when and where such conversation was had, who, if any, were present at it, and, if he told you, state when was said judgment note made. In whose favor was it? What was the amount of it? What was the consideration of said note and the object, if any, for which it was given. Had judgment been entered upon it? and if so, by whom? State fully all that the defendant John A Bigelow told you in that conversation about said note and the levy, and also what, if any, connection said judgment note had with said levy.

Answer. I had such a conversation as before stated, and refer to my last answer as covering what was then said by him to me. The conversation was in John A. Bigelow's house, in December, 1859, as before stated. I remember no one being present but a little child. I don't recollect his stating the date of the judgment note or the date of the levy, or its exact amount. He stated that it was in favor of his uncle, and that it was intended
55½ for the benefit of all his creditors, and that he only owed his uncle about two thousand dollars. I don't remember that he stated any particular consideration of the note, nor do I know about the entering of judgment upon it. My whole knowledge of the matter was derived from that conversation, and I have stated the whole conversation so far as I recollect it.

Interrogatory 5th. Do you know or can you set forth any other matter or thing which may be a benefit or advantage to the parties at issue in this cause, or either of them, or that may be material to the subject of this your examination, or the matters in question in this cause? If yea, set forth the same fully and at large in your answer.

Answer. I think of nothing further which would benefit either party, or which is material to the matters in question in this suit.

ABNER FRENCH.

Deposition of Carlos Pierce, taken at Boston, Massachusetts, on the
56 twenty-eighth day of July, A. D. 1862, before George T. Angell, commissioner, on behalf of complainants, in cause of Austin Sumner *et al. vs.* John A. Bigelow *et al.*, and read in evidence in this cause.

Interrogatory 1st. What is your name, age, or occupation, and place of residence?

Answer. Carlos Pierce; I am thirty-one years of age; merchant; and reside in Boston, Massachusetts.

Interrogatory 2nd. Do you know the parties, plaintiff and defendant, in the caption to these interrogatories mentioned, or either and which of them, and how long have you known them respectively?

Answer. I have known all the complainants from eight to twelve years. John A. Bigelow I have known some five or six years. Henry W. Bigelow I have known by sight, but have had no personal acquaintance with.

Interrogatory 3d. If you say you know the parties, complainant and defendant, above named, or either of them, answer do you know or remember anything about a levy under execution, made at Freeport, Illinois,
57 on a stock of goods belonging to the defendant John A. Bigelow? If yea, state all you know about it. How and from whom did you acquire your information in relation thereto? By whom was the levy made?

In whose favor was the execution under which the levy was made? What was the amount of the demand in the execution? When was the levy made? When and where did you acquire your information as to the fact that a levy had been made? In whose possession and where was the stock of goods levied on at that time?

Answer. I do remember and know about such a levy; I acquired my information from John A. Bigelow. The execution was in favor of Henry W. Bigelow; I don't know what officer levied it. The amount of the execution demand I do not now remember; it was several thousand dollars. I think I was in John A. Bigelow's store at Freeport Jan. 29th, 1858, and again a few days after, and the levy had been made when I was there, Jan. 29th, 1858. I think I obtained all my information relating to it from John A. Bigelow. The stock of goods levied on was in possession of John A. Bigelow. On said Jan. 29th, 1858, I called at John A. Bigelow's store, in Freeport, in relation to a demand of our firm of Pierce Brothers & Flan-
58 ders, amounting to some twelve hundred dollars. He then stated to me in substance and effect as follows: That in December, 1857, he had given a judgment note to his uncle, Henry W. Bigelow, upon the agreement and understanding with him that he should not enter up judgment for its amount, unless a suit or suits should be brought by his creditors against him, John A. Bigelow, so that the whole stock could be protected from judgments obtained by creditors. He stated that he had been sued by creditors, and that then his uncle entered up judgment on his note or notes, and levied on his whole stock of goods, amounting to about thirteen thousand dollars. He said that his uncle would not sell the property at a loss to injure him; that the property would be bid in by his uncle at the execution sale, and that he would continue in the store selling as agent for his uncle, and that he would then offer his creditors a sum in compromise. He stated that his uncle would not have entered up judgment but for these suits, and that it was so understood between them, and that he should have
59 all the benefits of the operation as tho' no sale had been made.

Interrogatory 4th. If you answer the 2nd and 3d interrogatories above in the affirmative, then answer did you at any time have a conversation with the defendant John A. Bigelow about said levy, and about a judgment note given by him before that time? If yea, state fully and at large all he told you about said levy, and also state when and where such conversation was had, who, if any one, were present at it, and, if he told you, when was said judgment note made; in whose favor was it; what was the amount of it; what was the consideration of said note, and the object, if any, for which it was given. Had judgment been entered upon it; and if so, by whom. State fully all that the defendant John A. Bigelow told you in that conversation about said note, and the levy, and also what, if any, connection said judgment note had with said levy.

Answer. I had such conversation as before stated. I have stated in my last answer what he told me. The conversation was on Jan. 29th, 1858, in Henry A. Bigelow's store, as before stated. I don't remember any
60 one being present; there was no one; it was at his desk. I don't know the date of the judgment note; it was in favor of his uncle, as he stated; its amount I do not remember, tho' I think I knew at the time, and think the amount of the note or notes was between four and five thousand dollars. I don't know the consideration of the note; its object I understood from him to be to protect all his creditors equally. Judgment had been entered up by his uncle, as he stated to me. I believe I have answered the rest of this interrogatory in last answer.

Interrogatory 5th. Do you know or can you set forth any other matter or thing which may be a benefit or advantage to the parties at issue in this

cause, or either of them, or that may be material to the subject of this your examination, or the matters in question in this cause? If yea, set forth the same fully and at large in your answer.

Answer. I examined his stock of goods at this interview, and satisfied myself that they would be worth to me more than fifty cents on a dollar of the aggregate cost of the goods—that is, more than fifty per cent. of
61 thirteen thousand dollars. I then authorized and requested him to bid for our firm at the execution sale fifty per cent. of their cost cash. I afterwards learned that at the sale Henry W. Bigelow bought in nearly the whole stock. This I learned from John A. Bigelow. This was at my next call on him. John A. Bigelow then stated that he personally assisted at the sale, and that it was entirely satisfactory to him, and that he told me then that the stock sold for only about thirty-three per cent. of its cost. I reminded him of my offer of fifty per cent. He could and did give no satisfactory excuse, and his whole conduct satisfied me that the whole transaction was intended to swindle the creditors, and that he and his uncle had conspired together for that purpose. I told him this, and a good deal more at that time, and assured him that if there was any law that could reach the case I would try it.

CARLOS PIERCE.

63 Report of evidence taken before J. T. Moulton, esq., master in chancery, in the cause of Austin Sumner *et al. vs.* John A. Bigelow *et al.*, and by agreement read in evidence in this cause.

Said report of evidence is in the words and figures following, to wit:

In the circuit court of the United States of America, northern district of Illinois, in chancery.

AUSTIN SUMNER, JOHN R. KIMBALL, AND EDWIN O. TUFFTS
vs.
JOHN A. BIGELOW AND HENRY W. BIGELOW AND HORACE MEACH.

Pursuant to an order made in the said court in the above-entitled cause on the twelfth day of June, in the year of our Lord one thousand eight hundred and fifty-eight, wherein and whereby leave was granted by the court to examine the defendant John A. Bigelow orally before the master in chancery of the said court, and that said master be authorized and empowered to issue process to compel the attendance of said defendant before him for
64 that purpose, I, J. Tilden Moulton, the master aforesaid, do hereby report that on the seventeenth day of August, A. D. 1858, I issued to the said John A. Bigelow a summons to appear before me, the said master, which was duly served as appears by the return of said summons now on file in said court; that on the twenty-first day of August, in the year aforesaid, I was attended by Mr. Dewey as counsel for the complainant, and by Mr. Miller as counsel for the defendants, and by the said John A. Bigelow, the defendant above named; and the said John A. Bigelow was by me first duly cautioned and sworn to make true answers to such questions as should be put to him under the direction of the said master, and did thereupon upon examination depose, testify, and say:

I reside in Freeport; am the defendant in this suit; I commenced mercantile business at Freeport for myself in 1851; I was three hundred dollars in debt when I commenced; had no capital; I was in debt to H. W. Bigelow for goods he had sold me before I went there; I was in the jobbing business in Yankee notions; I settled up with him when I went there, and owed him three hundred dollars; I paid him that $300 00 in money after a

65 couple of years; I think it was in 1853 that I paid him; I gave him my note when I settled with him for somewhere about $300 00; I think a little over; I got my first stock of goods of Arnold Bigelow; he is an uncle of mine, and brother of H. W. Bigelow; he was doing business at the time at 114 Lake street, Chicago; I don't know exactly what the amount of that stock was; I bought it at different times; I think the first stock I bought was about fifteen hundred dollars.

1 int. About when did H. W. Bigelow fail?

Ans. I think it was somewhere in 1856; in 1855 I guess it was; I am quite positive it was in the winter of 1856, three years ago this winter coming; I first commenced buying goods of other people than Arnold Bigelow in 1852; I think it was that I first went to New York; Arnold Bigelow is doing business now in Chicago; was the last time I was down to the store; has been doing business ever since I came to the State; I think it was in 1849 that I first purchased goods of H. W. Bigelow; I think it was in 1854 the first I purchased of him after I went to Freeport; I don't know how
66 much I purchased of him up to the time he failed; I should think about fifty thousand dollars; it might not be so much as that; it might have been more; I made my last purchase of him the 26th day of December, 1855, I think it was; I disremember what the amount of that purchase was; we settled at that time, I should think it was, about five thousand dollars—five or six thousand; that didn't close out his stock; we balanced the account then, and I gave him my note to balance it; it was a little less than fifteen thousand dollars that I owed him then; that indebtedness was for the goods that I bought of him; I gave him my notes of hand—three notes payable in one, two and three years; I did not give him judgment notes at that time; it was about the 28th or 29th of December, 1857, that there was the first talk about giving him judgment notes; the conversation took place at his office; I think it was at Marshall's furniture store, on Dearborn street; I think it was the place where he had his office at that time; I came in here then to pay him what I could on the note that was then due; the second note I paid him between twenty-one and twenty-two hun-
67 dred dollars then; it left something like not quite three thousand dollars due on that note; there was not quite $5,000 00 to be due in January, 1858; I was then sued; had been in Freeport, and there was an execution out against me in the hands of the sheriff, and I had agreed with the sheriff to pay it in the life of the execution, and he held it and let it run and didn't make no levy; I told this to H. W. Bigelow; he said if my creditors were pitching into me, he wanted I should secure his debt; I told him I couldn't do it very well unless I gave him a mortgage on the stock, and I did not wish to do that; but I told him that I would take up the old notes and give him a judgment note if he would let it run till I could pay it up; he said he would take it and wouldn't use it unless my other creditors commenced sueing me, and if they did commence suing me I must understand that he should immediately enter up judgment; I settled with him, took up the old notes, and gave him a judgment note, and went home.

2 int. Was there at that or any other time any conversation or talk between yourself and uncle in regard to his levying upon the goods if you were sued by other creditors, and bidding them off or protecting
68 them so that there should be no loss or anything of that kind?

Ans. No, sir.

3 int. Do you know Carlos Pierce, of Boston?

Ans. I know a man by the name of Pierce that travelled through here that I bought goods of, and I think his name is Carlos, but I am not positive about it; I think I had conversation with him about that time; I think I saw him about the time our store was shut up afterwards—after it was shut up—

but am not positive about it; I don't know H. M. Day, who travelled for Rockwell, of New York; I may have seen him some time, but then I have no recollection of any such a man; I don't recollect talking with any agent of Mr. Rockwell about that time; I talked with so many of them at that time that I have no distinct recollection of them unless I was personally acquainted with them.

4 int. Did you not state in substance to Mr. Pierce at that interview that your uncle would not sell the property at a loss to injure you, but
69 that the property would be bid off by your uncle, and that you would go into the store as his agent and sell the property?

Ans. No, sir; I never made any such statement to any man.

5 int. Did you not state to H. M. Day in substance that at the time the judgment note was given it was given with an agreement and understanding that in case you were sued your uncle should enter up judgment and protect the stock, and that you should have the benefit of the sale of it over and above his debt?

Ans. No, sir; I never made any such statement to any man.

6 int. Didn't you make such a statement in substance to others who came to see you about the debts you were owing?

Ans. No, sir. I had no right to make any such statement; and if I had made it I should have lied. The levy of this execution was made somewhere about the middle of January, and the sale about the first of February,
70 I think, and the sale amounted five thousand and fifty dollars or thereabouts. Most of the goods were bid off by H. W. Bigelow; the biggest part of them. There was about twelve thousand dollars of the goods at New York cost at the time the levy was made.

7 int. Did Mr. Pierce at the interview tell you in substance that if the goods were to be sold he would give fifty cents on the dollar if he knew when the sale was, or authorize some one to bid it for him.

Ans. I think that he did. I think he said he would be back in a day or two. I think he knew then when the sale was to be, but am not positive. That was all he said about it, I think; he was in a hurry at the time—ah! he said he had a store somewhere South that he had taken, and he would be there to bid on the goods. I told him I wished he would, for I wanted them to bring all they could; that the times were hard and there was very little money, and I was afraid that they wouldn't bring me half what they
71 cost, or that they wouldn't sell for half what they cost. That was the substance of the conversation as near as I can recollect. I believe the sale was not postponed. I didn't ask my uncle to postpone it. The reason that I didn't try to get my uncle to postpone it was that times was getting worse and worse and money less and less, and I thought that if they had got to be sold, the sooner they were sold the more they would fetch. I assigned a part of my notes and accounts to H. W. Bigelow and a part of them to D. C. Hyde & Co. by written assignment after the sale—the day the sale was closed up; I think it was before the sale was closed up—the day the sale was finished—I am not positive; it was either the day the sale was finished or the day before. I assigned to D. C. Hyde & Co. about $2,000 for the notes they held against me. Their debt against me was about $900. The $2,000 were mostly accounts. They were put into the hands of Sweet & Hibbard. I don't know exactly what they have collected on them; some two hundred dollars, or about that; the balance is in their hands. I assigned to H. W. Bigelow about $2,000 towards the balance of the execution.
72 There wasn't enough. They were left with Sweet & Hibbard for collection. I don't know how much has been collected on them; something like four or five hundred dollars, I understood Mr. Hibbard the other day I asked him. That is all the notes and accounts I had. I had a few little

bills left amounting to sixty or seventy dollars, not to exceed a hundred dollars. There was some notes and accounts that I turned over to the boys in the store—some six hundred dollars, I guess—for what I owed them. I made some seven hundred dollars—six or seven should have made it if I hadn't lost it—on the patent roofing the year before I failed. I have had to do them most all over this year. I worked to get the means to re-cement them this year. I put a roof on for William W. this year, and he put me up a small house to pay for it. His job of roofing come to a little over $200. I am to pay him in addition to that for building the house not quite a hundred dollars, I believe. It is built on my land in Freeport. I have a family.

I put on two other roofs besides that that come to about $60. To get
73 the materials I borrowed a hundred dollars of my brother, and then I bought materials as I did the work when I got something for it. I put on a roof for John S. Emert. I think it was somewhere about $40. I took it in hardware, nails, &c., and some I used for the house. I put one on for H. W. Bigelow for about $95; took it in groceries for myself and hands. Put one on for Byerly for about $78; my hands that worked for me got that in furniture. Put one on for Trant; it was $47, I think; took that in money. Put one on for a man by the name of Smith for about $44; took that in money. Put one on for a man by the name of Carriger for, I think, $90 in money—$90 or $91; took that in money, as far as the work has gone. Put one on for Brawley; I think that was something like $16 in money. Put on for Halderman; I think that was $55 in money, Put one on for Coats; that was about $55 in money. Put one on for Schwartz; $62 in money. I put one on for a man in Galena; I don't know what his name is. I think this was $60; something like that in money, as far as the work has gone. I think that is all; I am not positive though. I have got, I guess, about

$100 owing to me when I get the work through. I had $25 that I
74 borrowed of Blanchard to get here with. I don't know what the house and lot is worth; I suppose eight or nine hundred dollars. There is a trust deed on it to Horace Meech for about $350 for borrowed money that was on it before I failed. I have 160 acres of land in St. Croix County, Wisconsin, that is unincumbered, unless it is for taxes. I cannot give a description of it. It cost me about $700 The title is in me. I have no interest in any other real estate, with the exception of a lot in the graveyard. I have no interest in any notes and accounts except what I have stated.

Cross-examination by Mr. Miller.

1 c.-int. State in what manner the goods were sold on the execution in favor of Mr. Bigelow; how long a time the sale occupied, and whether there were others, and how many, at the sale; and fully as to the bidding at the sale, as far as you recollect.

Ans. The sale was commenced Monday morning, February first, by the sheriff. He sold the goods in one piece, with a privilege—the piece goods.

The store was full of bidders most of the time. The sale was the
75 first, second, third, fourth, and till noon of the fifth. There must have been $8 or $900 worth sold for cost, because the first execution was paid in cash. There wasn't anything knocked down on one bid while I was there. I think it was something like $13 or $14,000 that I owed besides what I owed to Mr. Bigelow at the time I failed.

J. A. BIGELOW.

Subscribed August 21, 1858.

J. T. MOULTON, *Master in Chancery*

And that on the twentieth day of February, A. D. 1861, a further order of

the said court was made in the said cause, wherein and whereby, among other things, leave was given to examine the said John A. Bigelow and Horace Meach, defendants in the said cause, upon oath, and the said master was directed to issue process to compel their attendance before him for that purpose; and that service was had of a summons, issued by the said master on the twenty-ninth day of May, A. D. 1861, on John A. Bigelow, one of the defendants, but that the said Horace Meach could not be found to have service of said summons effected on him, as will appear by the affidavit
76 and return on said summons now on file in said court; and that on the 30th April, 1862, I was attended by Mr. McKinnon, as solicitor of the complainants, who produced to me Stephen G. Hooker, a witness on the part of the complainant, and Mr. Miller, solicitor for the respondents, and the said Stephen G. Hooker was by me first duly cautioned and sworn to testify the truth, the whole truth, and nothing but the truth in the said cause, and did thereupon, upon examination, depose, testify, and say:

My name is Stephen G. Hooker; I am of lawful age; I reside in Chicago; I am salesman for Vandervort, Dickerson & Co., wholesale metal house, doing business in Chicago.

In. 1. Do you know the plaintiffs and defendants in this suit, or either of them?

Ans. I know the defendants; I don't know the plaintiffs. I have known John A. Bigelow some fourteen years; I became acquainted with him in Erie County, New York; I have since known him here in Chicago, and at Freeport, Ill's. I have known Henry W. Bigelow since the spring of '58.

2. Did you ever have any business or other transaction with John A. Bigelow or Henry W. Bigelow? If so, what and where?

77 Ans. I did with John A. Bigelow; he gave me three promissory notes of $500 each, payable 1, 2, and 3 years from date; they were given in August, 1857; he was up to this time a confidential friend of mine; was instrumental in getting me west; a man I knew very well, and whose confidence I had; he corresponded with me before I came west. I do know of a levy under an execution made out at Freeport, Ill's, on a stock of goods belonging to John A. Bigelow, the defendant. I first received my information about it from John A. Bigelow himself. In the early part of the spring of 1858 he came to my house in Chicago; he said, "Hooker, I am in trouble; I have been crowded on some New York claims, and in order to secure my stock from execution I have given my uncle, Henry A. Bigelow, a judgment note under his instruction, as I owed him from $2,500 to $3,000 for goods furnished me by him at Freeport; that he and his uncle had made a calculation, and had made the judgment notes sufficiently large to cover his, J. A., stock of goods at sheriff's sale." I then asked him if he was not afraid to trust himself in the hands of his uncle with all he had; he says no, my uncle
is sharp; will figure the thing through strait, and will protect me; he
78 has always been my legal adviser since I have been west. You need not have any fear in regard to your notes; I may not be able to pay the first one at maturity, but as soon as we can make a settlement with my New York creditors you shall have your money. I have given you these points so that you may feel easy. On the same day I had a conversation with the uncle, having suggested to John A. Bigelow the propriety of seeing his uncle on the subject, as I was interested holding the notes. I met them together on the west side, and was introduced by the nephew to the uncle as a particular friend and old acquaintance from York State; he said "This is the man who holds the three $500 notes against me." The uncle then stated that I need not have any uneasiness in regard to the first note coming due in August, 1858; that by that time they would get a settlement and be straitened with the New York creditors, and John A. be back in the

store; that John A. had written to him from Freeport, stating that he was in trouble; that he had been out there and looked into the matter, and took a judgment note from John A. large enough to cover J. A.'s stock of
79 goods; that John A. was indebted to him, but had paid up from time to time, reducing the balance to between $2,500 and $3,000; that John A.'s trouble was one of those things that had to be protected, or that his New York creditors would have pitched into him and absorbed all his stock of goods, and that he, Henry W., intended to see John A. through; that he had two or three turns with the New York folks, and if they wanted to try him on again to come ahead, he was prepared for them; but says he to me, You must be very guarded in what you say; keep entirely quiet and you shall have your pay as soon as we get a settlement, and John A. gets agoing. He also said to me, This is only done to effect a settlement, and bring the New York folks to terms; you may rely I shall protect John A. I had another conversation with Henry W. Bigelow some time after; I think after the goods were sold; he rehearsed the same thing as in his former conversation mentioned above, but cautioned me more strongly to be careful what I said about the matter, as it would be largely to my interest for John A. to get a settlement with the New York creditors; he
80 also remarked to me in that conversation, that John A. was a fool for ever telling me anything about the matter. The notes given me by John A. Bigelow I sold and transferred some time in the summer of 1858, without recourse on me, and have no interest in them now whatever. In the conversation in the morning with John A., first mentioned above, when speaking of the New York creditors, John said that he had bought more goods than he otherwise should in the fall of 1857, but was advised by his uncle to go in and buy what he could, and if he could not pay he would see him through and would protect him. I think at that time Henry W. said that judgment had been entered upon the note, and that he was going out to bid in the goods; this was during the first conversation with Henry W.

STEPHEN G. HOOKER.

Subscribed this 30 April, 1862.

J. T. MOULTON.

81 FRIDAY, *May 2d*, 1862.

Examination resumed.

Stephen G. Hooker cross-examined by Mr. Miller, counsel for respondents:

C.-int. 1. You say you sold and transferred the three notes given you by John A. Bigelow some time in the summer of 1858. To whom did you transfer them?

Ans. The witness declines answering any question until he gets his fee. He says, You will not get any answer out of me, Mr. Miller, unless I get my fee.

Have you been paid your fee on the part of the complainant?

Ans. I have; but not for the whole.

C.-int. 2. How much have you been paid?

Ans. I think twice.

C.-int. 3. Have you been paid for your direct examination in this case?

Ans. Yes, sir.

82 C.-int. 4. Do you decline giving any more testimony in this case unless the defendants also pay you?

Ans. No; unless it is not legal that I should have a fee.

C.-int. 5. Are you ready to answer the above question now?

Ans. I think I am, as I have learned I have been brought here on a trip for the purpose of making my fees.

C-int. 6. What do you mean by the last clause in the above answer?

Ans. I mean I am legally entitled to a fee, but since I have got into the room Mr. Moulton tells me I am legally held without one; that is what I mean.

C.-int. 7. When did you sell the notes of $500 each which John A. Bigelow gave you?

Ans. I think some time during the summer of 1858.

C.-int. 8. What month? State your best impression.

83 Ans. My impression is that it was the latter part of June or former part of July. Still I would not be certain, as I have no papers about me now to serve as a memorandum.

C.-int. 9. To whom did you sell them?

Ans. To Ira Foot.

C.-int. 10. What did he give you for them?

Ans. He gave me money in part and a part a balance I owed him. I was indebted to him a part.

C.-int. 11. How much in indebtedness, and how much in money?

Ans. I can't give the exact amount.

C.-int. 12. State as nearly as you can.

Ans. In the first place the notes were discounted from the face, and I disremember now how much; he was to give me credit for what I owed him and give me money, which he did from time to time, and take the notes in payment, which he did.

84 C.-int. 13. How much money did he give you?

Ans. He paid a portion of it to my wife during my absence, once or twice during the hard times, as I had to sacrifice everything I could.

C.-int. 14. How much money did he give you? State as near as you can.

Ans. I have no means of knowing by me this morning; I have no means of knowing.

C.-int. 15. How much indebtedness? State as near as you can.

Ans. My impression is now somewhere between one hundred and twenty-five and one hundred and fifty dollars; that is my present impression.

C.-int. 16. Did you ever have any conversation with him, Foot, in regard to the condition of these notes or of the maker? If so, state when and where such conversation took place, and all that was said.

(Objected to by Mr. Mc——.)

Ans. It will be impossible for me to tell all that was said, 'tis so long ago; I disremember all that was said.

85 C.-int. 17. Did you state anything to him? If so, state what you said as near as you can.

(Objected to.)

Ans. My impression is, that I told him what they were given for, and the general character of the young man.

C.-int. 18. State what you said as near as you can.

Ans. It would be impossible for me to rehearse any of the conversation that transpired at the time of the transfer of these notes further than I have said.

C.-int. 19. You say in your direct examination in this case, that on the same day you had a conversation with John A. Bigelow you also had a conversation with Henry W. Bigelow, his uncle; that you met there together on the west side. Where did you meet them?

Ans. On Madison street.

C.-int. 20. Where were you going, and where were they going?

Ans. I don't know where. Mr. Bigelow, the young man, was in the buggy with me. We were going up to a building I was then building, near

86 where he, the old gentleman, lived at the time.

C.-int. 21. During what month was this, and what part of the month?

Ans. My impressions are now that it was some time in January or February, 1858; I can't state now what part of the month; I have no means of knowing.

C.-int. 22. Is there any circumstance that occurred at that time or about that time which would fix the time in your memory?

Ans. No; from the fact that I drove over the same road every morning. I was building a building up in that neighborhood.

C.-int. 23. Prior to that day had you heard that John A. was in any trouble?

Ans. I think he had written me that his New York creditors were urging him.

C.-int. 24. Had you heard of it in any other way?

Ans. Not that I now remember.

87 C.-int. 25. Had you seen John A. prior to that day, and had you any conversation with him respecting his troubles?

Ans. I think not; that is my recollection now.

C.-int. 26. What time of that day did you first see John A. and when?

Ans. In the morning, at my house.

C.-int. 27. Who was present at the conversation you had with John A. at that time?

Ans. I think my wife and children were in the room.

C.-int. 28. Who was present at the conversation you had the same day with Henry W. Bigelow, and when John A. Bigelow was present?

Ans. No one but us three; he was in the buggy with me; the old gentleman was alone.

C.-int. 29. State particularly when the last conversation took place.

Ans. My impression is, just above Bull's Head—between Bull's Head
88 and the old gentleman's house.

C.-int. 30. Go on and state all that was said by you, and each of you, at that time, as fully and particularly as you can.

Ans. John A. says, "Uncle, this is Mr. Hooker, an old acquaintance of mine—an old schoolmate from York State, and a confidential friend of mine, and the man to whom I gave those three $500 notes." He also says, "He is feeling somewhat uneasy about it, seeing me in the trouble I am in, and I have *giving* him some of the facts of the matter to satisfy his uneasiness." This is the import of his words; I think near the words themselves; and says, "I have the utmost confidence in telling him how I am situated, as he has long been a confidential friend of mine." The old man says, "Oh! yes; Mr. Hooker, there is no trouble about your losing your notes. A. J. will be all right in a short time, I hope." He says, "The New York folks are crowding him some, and I have been compelled te step in to secure the balance he owed me, somewhere between $2,500 to $3,000, for goods I let him have, from time to time, when he went to Freeport; he has paid up a por-
89 tion from time to time, leaving about this balance. I have been out, and looked the thing over, and taken a judgment note, probably large enough to cover the entire stock at sheriff's sale. This," he said, "Mr. Hooker, must be a confidential matter, as it is to your interest that Arlington must be assisted and kept good." "Oh! yes," I said, "I fully understand that." Young Bigelow says, "Hooker, you know we were boys together." The old man says, "I have had one or two turns at the New York folks. If they think they can beat me now, let them come on; I guess we are prepared for them." There were several remarks of the same kind made in a boasting way; I disremember everything that was said. That was the import of the language. The old man then said to him, "Where are you going?" He told him where he was going. He said he wanted to see him that day. I concluded from what he said he had sent for him to come in.

C.-int. 31. Go on and state fully and particularly all the conversation had with John A. Bigelow at your house that morning.

Ans. He came there early in the morning, I think about the time we were at breakfast, perhaps before; took a chair and sat down and says to me, Hooker, I suppose you got my letters about being in trouble, about my New York creditors, and so on. He says, Now what do you think about your first note? I told him I thought it looked rather hard if the New York folks went on and sold him out, and used him up. I think I asked him how much he would give for them in a joking way. He then says, Hooker, you need not give yourself any uneasiness about the notes; I thought I would come up and see you and give you a few of the points; the whole thing is all right I guess. My uncle, Henry W. has been out, and we have fixed up the thing so that it will win. I think that was about the words he used. He says, When I went to Freeport I owed my uncle for some goods he let me have, and I have been paying him along from time to time, diminishing the indebtedness to about $2,500 or $3,000, or thereabouts. He says, We have looked the thing over and I have given my uncle a judgment note, probably large enough to cover the stock at sheriff's sale. He says, He is an old hand at it; he understands these things, and will see me through straight; he has always been my legal adviser since I have been West. He says, He used to furnish me goods to peddle from Chicago. He says, The old man understands his business; if the New York men beat him they have to get up early. I then asked him if he warnt afraid to trust himself in the old man's hands with all that he had. He says, No, I think the old man is the best friend I have got West; I have acted under his advice, and shall continue to do so, and let him manage the thing. I said to him, Arlington, I am going up on the west side this morning; I would like to see the old man myself with you. He says, Very good; I want to go up there. I hitched up my horse, we got into the buggy and we drove up Canal street into Madison street. Arlington says, There comes uncle now; and we met him in the road.

That is the substance of the interview between the young man and me that morning.

C.-int. 32. Is that all you recollect of this conversation? If you have left out anything, state it.

Ans. There was a good deal said that I disremember, in a bragging way, how they were going to euchre the creditors.

C.-int. 33. Was anything said in either of these conversations as to the sale—as to how the goods at Freeport were to be disposed of? If so, which of them?

Ans. I think they both said the same day I saw them both together that there would probably be a sheriff's sale, and the old man would go out there and bid them in. I think they both said so at different times.

C.-int. 34. Did you have any conversation with Henry W. Bigelow after that day? If so, when and where, and who was present at such conversation?

Ans. I did; I can't tell exactly what time; some month or more after this took place, on Lake street. No one was present but he and I. I met him on the street.

C.-int. 35. State all that was said at that conversation.

Ans. I could not state all that was said; I think the substance was, I think he said the goods had been sold; he then rehearsed a portion of the conversation he had first had with me, and charged me particularly about not saying anything about it; he said young Bigelow was a fool for saying anything to me about it in the first instance.

C.-int. 36. State what portion of the first conversation he repeated to you at that time; state what he said, as near as you can.

Ans. Well, I can't give what portion of the first conversation he said at

that time word for word. I disremember; t'was a short conversation. I remember taking particular notice of his being displeased at the young man having said anything about it.

C.-int. 37. Were you examined as a witness with reference to the same matter that you have testified to on this occasion, before L. C. Paine Freer, esq., in March, 1860, in a suit depending in the circuit court of Cook County, wherein Ira Foote was complainant and John A. Bigelow and Henry W. Bigelow were defendants, and does the paper now shown to you con-
94 tain your deposition taken on that occasion?

Ans. I presume it does, sir. I see my signature attached to it. I was examined as a witness before L. C. Paine Freer, esq.—I don't know what court or what month—in that suit.

C.-int. 38. Have you got the letters said John A. Bigelow wrote to you prior to the conversation in Jan. 7, 1858? If you have, will you produce them, that they may be attached and made part of your deposition in this case?

(Objected to for the reason that the witness has not stated the conversation was had in January, 1858.)

Ans. I don't know that I have the letters; if I have them I will produce them.

C.-int. 39. Did you on the 28th Jan'y, 1858, write the letter to J. A. Bigelow, now shown to you, marked Exhibit "1," a copy of which is hereto attached, marked Exhibit 1?

Ans. Yes; I did.

95 C.-int. 40. Whom did you mean by the phrase in that letter "old uncle?"

Ans. Well, I suppose I had reference to this same man. I had heard indirectly that the old man and Arlington was figuring about the stock of goods, and it might have been from the letter received from Arlington. I did not know the old man, probably, at the writing of that letter; I knew him by sight.

C.-int. 41. A few days after you wrote this letter, did you not see John A. Bigelow in Chicago, and did you not go with him to the office of Cornell & Jamison in this city, and did you not there meet a lawyer by the name of Hibbert?

Ans. I can't state whether I saw him at any such time or not, either before or after.

C.-int. 42. Do you recollect of ever going into an office in Chicago with him?

Ans. I do; but at what time I can't say; he said they were his
96 lawyers.

C.-int. 43. State about the time, as near as you can, and whether it was before or after the conversation you had with John A. and Henry W. together.

Ans. I have no means of knowing whatever what date it was. I entirely disremember when that was.

C.-int. 44. State what you went to the office with him for?

Ans. I do not remember. I used to run round with him when he was here; he was frequently at my house. I can't state whether it was before or after the conversation had with John A. and Henry W. together.

C.-int. 45. Did he not propose at that time to surrender to you the patent right for which these notes were given, and to return the notes?

(Objected to as indefinite.)

Ans. He might have made that proposition at some time; the date I don't know.

97 C.-int. 46. Did he make such a proposition to you? And state if you have any recollection on the subject.

Ans. He might have made such a proposition. I have no recollection of it or at what time.

C.-int. 47. Have you any recollection on the subject?

Ans. Nothing definite. No, sir.

C.-int. 48. Have you any recollection whatever on the subject?

(Objected to.)

Ans. He might at some time have suggested to exchange back and give up the notes.

C.-int. 49. Do you not know that he did make such a proposition to you, and that it was defeated in consequence of a suit having been commenced against him?

(Objected to.)

Ans. I disremember the circumstances.

C.-int. 50. Did you write that letter to John A. Bigelow on the 12 August, 1858, now shown to you and marked Exhibit 2, a copy of which is
98 hereto attached, marked Exhibit 2?

Ans. I did.

C.-int. 51. Do you know Henry H. Beals?

Ans. I do. Yes, sir.

C.-int. 52. Did you know him in 1858 and '9?

Ans. No, sir; he was in Arlington Bigelow's employ at that time. I knew him slightly in 1857.

C.-int. 53. Did you not some time in the month of January, 1859, or the early part of 1859, or the latter part of 1858, in the city of Chicago, have a conversation with said Beals, in which you asked him substantially if he thought John A. Bigelow would pay you these notes, and in which he replied that he did not believe that Bigelow would pay the notes, because the patent roof was not as you had represented it to be, and in which you then said that you either had or would put the notes out of
99 your hands so that Bigelow could not plead no value; and in which conversation Beals told you that he did not believe you could collect a judgment against Bigelow, for he did not believe Bigelow had property out of which a judgment could be collected?

(Objected to.)

Answer. I can answer as to conversation with Mr. Beals, but not as to dates. I met Mr. Beals on the street. He says to me, How goes the roofing business? I hardly recognized him at the time. I then said to him, I am not in the roofing business. He said, Bigelow and I have done a large business in Freeport. I said, I am glad to hear it; Bigelow has been very unfortunate; I hope he may make something out of that affair. I says, Has he made any money there? He says, Yes; we have done quite a number of thousand dollars' worth; I think ten or twelve. I then said, he will be able to pay those notes he gave me. I have sold them; they are out of my hands, so he will have to pay them if he is ever worth the money. He answered and says, The man who holds them will have a glorious time in getting
100 his money, for his old uncle here in Chicago has got him where he can manage him; he controls all of his property, so Arlington tells me. I then told him I had nothing to do with the notes. I was glad to see Bigelow doing well.

(Answer objected to by Mr. Miller.)

The last above question was again read to the witness, to which he answers as follows:

Ans. I had a conversation with him in Chicago at some date. I have already answered what the subject-matter of that conversation was.

The above question is here again repeated to the witness, and he is requested to give a direct answer thereto.

Ans. I answer that I did not have any such conversation with said Beals as is set forth in the question.

C.-int. 54. On the occasion, as above mentioned, when you were ex-
101 amined as a witness before Mr. Freer, were not the following questions put to you on the part of the complainant in said suit, and did you not make the following answer thereto?

1. What is your name, age, occupation, and residence; and do you know the parties to this suit?

Ans. My name is Stephen G. Hooker; I am 38 years of age; am an insurance agent, and reside in Chicago. I have been a builder. I know the complainant, Ira Foote, and the defendants, John A. Bigelow and Henry W. Bigelow.

2. Did you see John A. Bigelow in the latter part of December, 1858, and have conversations with him in regard to certain notes? If yea, state said conversation.

(Interrogatory objected to so far as Henry W. Bigelow is concerned.)

Ans. I did see said Bigelow in the latter part of December, 1858, and had conversation with him in regard to notes. I met at the Tremont House; the conversation commenced in regard to his anticipation of trouble.
102 He said his New York folks had been writing him and he had been writing them, and he was trying to stave them off, and they were pressing him for an arrangement of his matters; that he was trying to have them hold on and give him time. He said that he did not know but that they would pitch into him and use him up; that he was afraid they would, but he said he had one resource if they made battle with him or sued him; (that was the import;) that he had an uncle that he should rely upon in case of trouble. I at that time held three $500 notes against him, and I said to him at the time, You must make some arrangement so that I won't lose what you owe me. He then said, You need not have any fears of losing your claim against me, for I will see you righted, for, said he, if worse comes to worst, I have got resources that I can flee to to manage my business. Now, says I, what are they? How are you to manage if these parties come on and sue you at once. Well, said he, I will tell you. Said he, When I went out to Freeport and commenced trading there, I had some goods of
103 an uncle of mine, and, said he, I have been paying him from time to time, and there is a small balance due him, and if I can't succeed in arranging my matters with the New York folks, I shall put myself in his hands and let him figure the thing through. Well, said I, you look out that you don't get uncled out of what property you have got. Well, said he, I am not a particle afraid of that, for, said he, he has always been a warm friend of mine, and I am willing to trust myself in his hands. Says he, You need not have any fears in regard to your notes. That was about all in regard to business matters. There might have been other things said, but that was about the import of the conversation in regard to the notes.

3. Where did you next see John A. Bigelow and what conversation, if any was had with him in regard to his business and the payment of said notes."

(Int'y objected, so far as H. W. Bigelow is concerned.)

I next saw him in the latter part of January, 1858. He came to my house in the morning and said that he was in trouble, that his New
103½ York creditors had commenced to crowd him, pitched into him, and I think he said sued him. I don't recollect exactly; I am quite confident he said sued him. Well, said I, how are you going to manage now? Well, said he, I will tell you. Said he, You are an old friend of mine and I will tell you the whole thing. He then went on, related a similar statement in regard to owing his uncle a balance on the goods; and, said he, there is some, between $2,000 and $3,000, due him; and, says he, as soon as I found

out that I was going to have trouble with them, I either wrote or telegraphed (I forgot which he said) to my uncle and told him what I anticipated; and, said he, that day or the next day I came in and was with my uncle two or three days, making the arrangements; and said he, my uncle has made me give him judgment notes for enough to cover the stock under a sheriff's sale, if they have to be sold; but, said he, we are in hopes they will not have to be sold after the New York men find how we are situated; and, said he, I have not any idea that the goods will have to be sold, and
104 my uncle thinks so to; and, said he, if I can get a settlement with my creditors without having the goods sold, I can make a good thing out of it, because, said he, you know that everybody is going up nowadays, and if they find a man can't pay they will settle with him for 25 cents on the dollar; but, said he, I do owe my uncle something, and they never will know but that I owe him the full amount of the notes; and, said he, the old man says (meaning his uncle) that he has not any doubt that this will bring them to terms at once, the minute they see how we are situated; but, said he, for God's sake, you must not say a word about this to nobody; for, said he, if you warnt an old acquaintance of mine, and did not hold that paper, I should not say anything about it; but, said he; I want you to feel secure and know how I am situated. Well, said I, that is fair and honorable, but said I, I am afraid that some of them will get the advantage of you, and cheat you out of
104½ the property you have got. He said there was not any danger about that; the old man has been a friend to me, and has helped me along when I used to peddle goods here through the country. Said he, he has had a big experience; I am not at all afraid to trust myself in his hands. Said he, they can't beat him; said he, he has had one or two turns (or two, three, I am not certain which he said) with these New York folks; and, said he, they are as afraid of him as they be of the devil. Why, said he, did you not ever hear of his trouble with the New York folks here a year or two ago? I told him I never had; he then went on and related something of that transaction. I don't exactly remember what it was. The purport of which was the old man beat them out of about so much money, mentioning the sum, which sum I don't now recollect; and, said he, they will very soon come to terms when they find out he is figuring at this. Well, then, said I, Arlington, if this is all so, you may be able to figure the thing through, but, said I, you have a sharp man after you, (he had previously told me that E. S. Smith had one of the claims.) Says he, I don't care a damn for E. S. Smith. Said he, I have been studying law for several weeks; said he, the old
105 man and I have got everything all arranged, so we think the thing will work to a charm. Now, said he, I would like to have you see the old man, to satisfy you; for, said he, I see you feel a good deal uneasy about losing your claim—your notes. I told him very well, I would like to do so. Said I, where does he live? Well, said he, he lives on the west side. I then asked him how far out; he said; he lived out on Madison Street, beyond the Bull's Head. Well, said I, I have got to go out there this morning; I have got a contract to build a house out there; have got to go out there; and, said I, if you will get in my buggy and go out with me, we will go there. He consequently got into my buggy; we came down town from my house, and was here awhile; we then drove up Lake Street to where my job was, between Lake and Madison, just north of Col. Hamilton's. We were detained there some time; I was, and we then left the house and started to go out on to Madison St. Said I, Where does your uncle live? He pointed
105½ over, and said, He lives in that one-and-a-half-story house, nearly opposite of Col. Hamilton's, a little west. Said he, let us drive around there, and go in. I said to him, no, it has got to be so late; I am satified n regard to the matter; we will let the matter go. We then drove down

Madison street, and in a few minutes Arlington said. There comes the old man now; we will have a talk with the old man, sir.

4. In the answer to the last interrogatory, as to when you next saw John A. Bigelow, you say in January, 1858. Do you mean January, 1858 or 1859?

Ans. I mean January, 1858. (The counsel for complainant here stated to witness, You say you saw John A. Bigelow first in December, 1858.) I now say it was in January, 1859.

5. At the time you and said John A. Bigelow met the said Henry W. Bigelow, mentioned in your answer to the 3d interrogatory, was there any conversation had between you and the said John A. and Henry W. in
106 regard to John A.'s business and your said notes? If yea, state fully that conversation.

Ans. There was a conversation between all of us in regard to that matter. We met in the street; both stopped. John A., says, Uncle Henry, this is Mr. Hooker, who I gave those notes to for the patent right. The usual salutations between two men passed, then John says, Mr. Hooker was formerly from Springfield, New York. Says he, where we were all from. Said he, he was a young man and associate with me; and, says he, he is afraid I am getting into trouble where I shall never pay those notes. Said he, I have been telling him I wanted him to see you, and, said he, I have told him some of our arrangements. The old gentleman then replied, O, said he, there is no fears in regard to Arlington; said he, he is all safe enough; said he, he will be all reinstated in a few months, as soon as we can get a settlement with those New York parties; said he, you need not have any fears in regard to the matter, Mr. Hooker, Arlington, will pay you your notes; says he, he owed me between $2,500 and $3,000 on goods that I have let him have; but,
107 said he, I had no fears but that Arlington would pay it, if the New York folks would let him alone; but, said he, I see that the New York folks were going to use him up, and I had got to take hold of him to save him; and, said he, I have made him give me some judgment notes that will probably cover the stock, if they have to be sold at a forced sale; but, said he, we are in hopes they won't have to be sold; as soon as they find out how it is situated, they will settle and he will be back in his store in a few months. Then I, in a laughing way, remarked, Perhaps you will become responsible to me for the claim. He said, No, there is no necessity for that; Arlington is worth just as much money now as he ever was; as soon as he can get out of this snap, said he, you hold on to your notes and say nothing about it; keep perfectly quiet, and you will get your pay. Well, said I, when was this money due that Arlington owes you. Well, he said, they were instalments; I don't recollect when they were due, I recollected the amount at the time; the way I recollected the amount was that I had been told the amount two or three times by the young man, and I saw that the
108 two statements corroborated. I then referred to a claim being in E. S. Smith's hands. He said that he warnt afraid of any of them; he had had some experience, and if they beat him they would not have another one to beat; but, said he, there is no danger of that; you hold on to your notes, keep perfectly still and quiet, and you will get your pay. That was about the import of the conversations.

The witness here desires to correct some dates in the depositions foregoing.

My first interview with John A. Bigelow was in A. D. 1857, and my second interview, at which time I saw the uncle, Henry W., was in January, 1858.

Cross-examined.

Direct examination resumed.

1. Were you not interested with Mr. Foot a short time in a sash and door factory?

Ans. Yes, about the time we built that house together. Foot, Sexton, and myself bought a sash factory together. It was immediately sold.

109 2. Was the house you were building at the time you and John A. went to see Henry W. Bigelow nearly finished?

Ans. Yes, I think the roof was on, and that we were at work at the inside.

Was it a large or small job?

Ans. It was a 21½ by 36 two-story brick house; about those dimensions.

4. What work did you do on that job?

Ans. All the carpenter work.

5. Explain why you wrote the letter marked Exhibit 1.

(Int'y objected to by def. sol'r.)

Ans. Well, he had been in here and told me that he anticipated trouble, and did not know but that his store would have to be shut up; that there were several parties after him, and I did not know but some of them had pounced on him and closed him up.

110 6. Explain why you wrote the letter marked Exhibit 2.

Ans. I had always promised him that I would hold the notes if it was in my power, and I never did let him know that I had sold them; and he had always promised me that he would pay a portion of the first note when it matured.

The foregoing questions were put to me and the answers given as written out.

C.-int'y. On the same occasion were not the following questions put to you on the part of the said defendants in said cause, and did you not make the following answers thereto?

1. Three notes you say you held against John A. Bigelow. What were they given for?

Ans. For a roofing business, some material on hand, and the patent right for the plan of roofing.

2. What was the amount of those notes?

Ans. Fifteen hundred dollars.

3. What did you do with them?

111 Ans. I sold them to Mr. Foote, the complainant herein.

4. When did you sell them?

Ans. In the spring of 1858. I don't recollect exactly the time.

5. What did he give you for them.

Ans. He was to give me eight hundred dollars.

6. When?

Ans. I had had money of him during the winter previous to his taking the notes. When he took the notes it was the understanding that he was to be allowed what money I had had, and that he was to pay the balance right away. I think I had had somewhere in the neighborhood of $300. I forget the amount now. I went to him in the spring of 1858 for more money, and he then asked me if I had anything to secure him, and I told him I had those notes, which I got, showed to him, and told him how they were situated. He took the notes.

7. Was that the first time you ever said anything to him about taking those notes?

112 Ans. Well, I don't recollect.

8. Did he let you have any money at that time?

Ans. Yes.

9. How much?

Ans. I have forgotten.

10. Was that all that was said at the time he took the notes with reference to his taking them?

Ans. No, I told him that I had told John A. that I would hold on to the

first one; that he should not be sued on the first one until the second one was due. I told him I wanted him to hold them till it was due; that I thought he could get a settlement with his creditors, and get out of his trouble. He said he thought he would not sue him till the second note was due. There was nothing else said that I recollect now. I don't know but I may have told him the shape John was in in his business—
113 what John had told me; I don't recollect whether I did or not.

11. When did he next let you have any money?

Ans. I can't tell the dates at which I had money of him without referring to my books.

12. How long after this interview when you delivered the notes to him was it that he let you have money again the next time?

Ans. Well, in a few days; within a week, perhaps.

13. How much did he let you have then?

Ans. I can't recollect, sir.

14. Where was it?

Ans. That I could not say.

15. How long was it before he let you have money the second time after you let him have the notes?

114 Ans. It would be impossible for me to tell without referring to my account?

16. Did he let you have any money the second time?

Ans. Yes, sir.

17. How much?

Ans. As I said before, it is impossible for me to tell without my account.

18. When and where was it?

Ans. As I said before, it would be utterly impossible for me to say.

19. Did he let you have any the third time after this interview?

Ans. I think the last was paid in August. I can't tell anything about it; whether it was the third time or the fourth time.

20. Where was it he paid you the last?

Ans. That I don't recollect. He had no office; he paid sometimes
115 in one place and sometimes in another.

21. Did you give him any receipts, from time to time, for the money he paid you?

Ans. Yes.

22. Did you give him receipts for all the money as it was given to you?

Ans. I think not for all the money, though I don't recollect whether I did every time or not.

23. Can you recollect for what sums you gave him receipts, and for what you did not give him receipts?

Ans. I cannot.

24. Do you recollect of any sum for which you gave him a receipt? If so, state what it was.

(Objected to by compl't's sol'r.)

Ans. It would be impossible for me to tell any particular item for which I gave him a receipt.

116 25. Do you recollect of any place where he paid you any sum of money after the notes were transferred to him?

Ans. Yes, sir; he paid me $100 in front of where he lived, on State street. I met him on State street just below Madison street.

26. When was it?

Ans. It would be impossible for me to give the dates or the month of the year. I know it was after I had assigned the notes to him.

27. Did you ever have any conversation with him in relation to those notes after you gave them to him?

(Int'y objected to by compl't's sol'r.)
Ans. Yes.
28. When the first after?
(Int'y objected to by compl't's sol.)
Ans. It would be impossible for me to tell, that would.
117 29. Did you have any conversation after giving those notes to him, as you have before stated, in reference to the manner in which he should hold them?
(Int'y objected to by compl't's sol'r.)
Ans. No.
30. Have you ever been a partner with this Mr. Foote?
Ans. No.
31. Do I understand you to say that you never have been engaged in business with Mr. Foote as partner?
(Int'y objected to by compl't's sol'r.)
Ans. I will state the only partnership we ever were in. We built a house together six or seven years ago; it had been commenced, and we took it and finished it. That is the only business I have been engaged with him as partner.
32. How much were you indebted to him at the time you transferred these notes to him?
Ans. I have forgotten the exact amount; some $300 or $400, I forget which.
118 33. When was it that you had this conversation with Henry W. Bigelow?
Ans. It was quite the latter part.
34. Was it as late as the 24th?
Ans. I could not get at the day, sir.
35. State it as near as you can; your best impressions.
Ans. My impressions would be that it was between the 18th and 29th; it might have been as late as the 30th.
36. State your best impressions as to where it was.
Ans. Between the 18th and 30th would be my best impression.
37. Is there any circumstance that would induce you to place it nearer the one date than the other?
Ans. No, I don't think there is.
38. In what sum did John A. say, in that conversation that he was indebted to Henry W. Bigelow?
119 Ans. He said it was $2,500 or $3,000.
39. Is that the language he used?
Ans. Yes, sir.
40. Did he not say from $2,000 to $3,000?
Ans. I don't recollect as he put it exactly in that shape; he might and he might not. I got the impression that it was from $2,500 to $3,000.
41. Do you know which expression he used—$2,500 to $3,000, or $2,000 to $3,000?
Ans. I am not very positive.
42. Are you any more positive with regard to the sum named by Henry W. Bigelow?
Ans. Yes; I am more positive that he said from $2,500 to $3,000.
43. What makes you more positive?
Ans. Because I paid special attention as to what the old gentleman had to say about it.
120 44. Is that the only reason you have for being more positive?
Ans. Yes, sir.
45. Did you not, in your answer to the 5th direct interrogatory, state that

you recollected the amount stated by Henry W. Bigelow, for the reason that you had been told the amount two or three times by the young man, and that you said the two statements corroborated?

Ans. Yes, I think it likely I did.

46. How do you know that it was in the latter part of January that you had this conversation with Henry W. Bigelow?

Ans. I know for two or three reasons; one is that I have a time-book, in which I was keeping the time of men; one is from what I was doing at that time. Those are the main reasons.

47. Have you ever looked at that time-book for the purpose of seeing when this conversation took place; and if so, when?

121 Ans. I have looked at it; I could not tell when I first looked at it.

48. Have you looked at it more than once?

Ans. I presume I have.

49. Do you know you have?

Ans. I think I have.

50. How long ago?

Ans. Well, I can't tell when.

51. What facts did you discover by looking in that time-book?

Ans. Facts that satisfied me I saw him here in the latter part of January.

52. What were those facts?

Ans. Well, men that were in my employ; time of paying them money.

53. What men, and what money did you pay them, and when did

122 you pay them money?

Ans. William Duckham, William Flynn; I dont recollect the exact amount of money I paid them; I paid them money in the latter part of January, 1858.

53. At what dates in January did you pay them money?

Ans. I don't recollect exactly what dates.

54. Can you give any other particular reason why you fix this conversation in January?

Ans. Not very particular; I know what I was doing, where I had been, and what I went for.

55. Are you as sure that it was between the dates you have specified as you are of any other fact you have testified to?

Ans. Yes.

56. Did you write that letter?

(A true copy is herewith returned, marked Exhibit 1.)

Ans. Yes.

123 57. On the day it bears date?

Ans. I could not testify positively; I frequently make mistakes in dating letters.

58. Any particular reason that makes you think this is misdated?

Ans. I don't know that I have.

59. What time was it that you say compl't last advanced you monies?

Ans. In July or August.

60. If in August, what time in August?

Ans. It would be impossible for me to give precise dates.

61. What makes you say in July or August then?

(Int'y obj'd to by compl't's sol'r.)

Ans. From the fact that I think that is the time.

62. Do I understand you to say that you transferred all the notes to Mr. Foote?

124 Ans. Yes.

63. Did you transfer them all at the same time?

Ans. Yes.

64. Fix the date of that transfer as near as you can.

Ans. I have no means of fixing it positively.

65. Are you sure it was in the spring of 1858?

Ans. I am.

66. As of any other fact you have testified to?

Ans. Yes, I should think so.

67. Did you hold any other notes against John A. Bigelow than those three notes during the year 1858?

Ans. No.

68. Did you write that letter?

(A true copy returned as Exhibit 2.)

Ans. Yes, sir.

125 69. On the day it bears date?

Ans. I make the same answer as to the date that I did in the other.

70. What is that answer?

Ans. That I frequently date letters wrong in writing them.

71. Do you recollect of having dated this wrong?

Ans. I have no recollection of having done so.

72. Are you the same person who made an affidavit in this cause, sworn to before Philo P. Judson January 6, 1860?

Ans. Yes.

73. Have you seen that affidavit since?

Ans. No.

74. Do you recollect the time of day it was in January when you first saw John A Bigelow?

Ans. I think it was in the morning.

126 75. What time of day was it when you parted company with him? It might have been later than that.

76. Did you dine with him on that day?

Ans. I think not.

77. What time of day was it when you met Henry W. Bigelow?

Ans. I should think about noon.

78. Did you endorse the notes that you gave to Mr. Foote?

Ans. I did.

79. How?

Ans. I endorsed them S. G. Hooker, without recourse on me or without recourse, I forget which.

80. Was that done at the time?

Ans. Yes.

127 81. Do you know H. H. Beals?

Ans. Yes.

82. Did you have any conversation with him in January, 1859, with respect or in relation to the notes (three notes) before spoken of by you?

(Int'y objected to by compl't's sol'r.)

Ans. I should think I did not at that time.

83. Did you have any conversation with him on that subject in the latter part of 1858 or early in the year 1859?

Ans. I could not state.

84. In January, 1859, or during the latter part of the year 1858 or early part of 1859, did you have any conversation with said Beals in which you asked him substantially if he thought that Bigelow (John A.) would pay you those notes, and which he replied that he did not believe Bigelow would pay the notes, because the patent roof was not as you had represented it to be, and in which you then said either that you had or would put the notes

128 out of your hands, so that Bigelow could not plead no value, and in

conversation Beals told you that he did not believe you could collect a judgment against Bigelow, for he did not believe Bigelow had property out of which a judgment could be collected?

Ans. I had a conversation with him at some time—I could not give dates—in which I asked him if he thought Bigelow would ever pay those notes. I should think perhaps it was somewhere within the time inquired of. Beals did not say that he did not believe Bigelow would pay; on the contrary, he said he thought he would, because he had made his money out of working the roof, and had always told him that he should pay it. I don't know but I told him that I had sold the notes, but I did not say that it was so done; that he could not plead no value. Beals did not tell me he did not believe I could collect a judgment out of John A., as he had no property; on the contrary, he said he believed John was worth as much property as he ever was.

129 85. When did you next see John A. after the interview in January, 1858, spoken of by you?

Ans. I don't recollect where I next saw him. I think it was when he came in to schedule his property. I think this was in February or March, 1858. He said that Mr. Smith brought him in; that Smith was after him.

86. Where did you see him at that time?

Ans. At my house, I think. I believe I went down to Smith's with him.

87. Did you not go with him to the office of Cornell & Jameson in this city, and did you not then meet Mr. Hibbard, of Freeport, a lawyer?

Ans. I went with him to some office. I don't know whose it was. I don't recollect meeting Mr. Hibbard there.

88. What did you go there for?

(Int. objected to by compl't's sol'r.)

130 Ans. He proposed to pay me something, and I gave him back the notes, and he surrendered to me to the patent-right, but he found that he had made a schedule, and put the patent in among assets, so that the arrangement could not be made.

89. And was it not for the reason that a creditor's bill had been filed in the United States court, and did he say anything about having already answered the bill and schedule his property?

(Int'y objected to by compl't's sol'r.)

Ans. No; he did not say anything about a creditor's bill, or having scheduled his property. He said Smith had him here, and he was going to swear out.

Direct examination resumed and waived.

Cross-examination resumed.

1. Did not yourself, Sexton, and complainant run that sash factory for some months together?

131 Ans. My recollection is that we run it about a month and a half or two months.

2. Did you not run it three months together?

Ans. I guess we only got out the material for one house, the house we were building for Sexton. We were a week or more repairing it. We had only a verbal contract for running it. We run it as copartners.

The foregoing questions were put to me on the part of the defence, and the answers given as written out.

By agreement of parties the further examination is postponed until to-morrow at nine o'clock.

Saturday, May 2, 1862. Parties met, and by agreement adjourned, on ac.

Mr. McKinnon being engaged out of the city, until he should return, and a day be fixed.

And on the fifth day of August, in the year aforesaid, the said Stephen G. Hooker, the witness under examination, appeared before me and presented the following statement in answer to and explanation of interroga-
132 tories put to him by Mr. Miller, which statement was shown to Mr. Miller, and its insertion assented to by him, which said statement was written out and signed by the said witness.

In further ans. to interrog. 38 I would state that since my examination I have made diligent search for the letters there referred to, and have been unable to find the same.

I would also state in this connection, and in answer to an interrogatory propounded by Mr. Miller, that I had a conversation with John A. Bigelow at the Tremont House in the fall of 1857 in reference to his trouble.

STEPHEN G. HOOKER.

Subscribed this 5 Aug't, 1862.

J. T. MOULTON.

All which is respectfully submitted.

J. T. MOULTON.

EXHIBIT 1.

CHICAGO, *Jan. 28th*, 1858.

J. A. Bigelow:

133 DEAR SIR: I learned some days since that you had been badly treated by some parties in your business matters, which I am very sorry to hear, and, Arlington, not because I hold your notes, but I hold you as one of my old friends, and I was in hopes you would go thro' this dam'd panic safe and sound, but they say here that your store is closed. I was told this by a man who was at your place last week. He said the party who caused this is this old uncle here in town; if so, he is too bad to make you trouble at this time. I thought I would write you a few lines relative to our matters, not, however, to harrass you any more than you already are, if the report is true, but if you are not going to be situated to pay those notes when due, I will take the Territory and work it myself, as I am out of business. Will you please write me what you think of the matter? Write to box 3,784.

Resp't. yours, S. G. HOOKER.

I am doing nothing at all.

134 EXHIBIT 2.

CHICAGO, *Aug. 12th*, 1858.

FRIEND ARLINGTON: Will you please write me what you want to do about your note, due the second of next month, or what you want me to do. I am willing to do any way that I can do to accommodate you in the matter. If you will pay me a little on the first one, I will extend by taking a new one, due some time to suit you. I am tight up as the devil. You must try and help me if you can; any way, a little. Can't you turn me out something that I can realize some money on? If you have not the money, I will discount to raise some money if will pay it, but at one rate A., write me what you are willing to do; and if you wish, I will come up there, and we can fix it up in some way. Is Beals with you yet, &c.? We are all well.

Yours resp't., S. G. HOOKER.

P. O. box 3,784.

Filed Jan'y 31, '63. WM. H. BRADLEY, *Clk.*

135 Deposition of Helen N. Hooker, taken at Chicago, Illinois, before Philip A. Hoyne, commissioner, on the eleventh day of January, A. D. 1860, on behalf of complainants, in the case of Austin Sumner *et al. vs.* John A. Bigelow *et al.*, in this court, and read in this cause.

First interrogatory. What is your name, and where do you reside?

Answer. My name is Helen N. Hooker, and I reside in Chicago, Illinois.

Second interrogatory. Are you acquainted with John A. Bigelow, and have you ever heard him say anything in regard to his business with his uncle?

Answer. I am acquainted with John A. Bigelow, and I have heard him speak of his business with his uncle.

Third interrogatory. What have you ever heard him say, and when was it?

Answer. In January, 1858, John A. Bigelow came to our house to see Mr. Hooker in regard to certain notes given to Mr. Hooker by him, and
136 did not know but what Mr. Hooker would be alarmed about them on account of his reported failure, and said that he, Mr. Bigelow, was as well off then as he ever was, and that he put his property in his uncle's hands to keep it from his New York creditors, and said he would pay him all the same, as he would soon be in business again, and that he had given his uncle a judgment note for a small amount due him, and that his uncle would see him through and pay him. I don't remember the amount stated.

Fourth interrogatory. Did he state in what way he had put his property in his uncle's hands?

Answer. He said he had given a judgment note, and that his uncle would make him all right.

Fifth interrogatory. Did this conversation take place in Chicago?

Answer. It took place at our house in Chicago.

Sixth interrogatory. What was the uncle's name to whom he re-
137 ferred and of whom he spoke?

(Objected to by defendant H. W. Bigelow's counsel.)

Answer. I don't remember. It was Mr. Bigelow in town. I don't remember his given name. He lives on the west side.

Seventh interrogatory. Is he present here?

(Objected to by counsel for H. W. Bigelow.)

Answer. He is.

Cross-examination.

First cross-interrogatory. Are you the wife of Stephen G. Hooker?

Answer. I am.

Second cross-interrogatory. What note was it that Mr. John A. Bigelow came to see your husband about at the time that this conversation took place?

Answer. Three notes that Mr. John A. Bigelow had given Mr. Hooker, for five hundred dollars each.

138 Second cross-interrogatory. Who else was present besides yourself at this conversation?

Answer. Mr. Hooker, Mr. John A. Bigelow, and myself.

Third cross-interrogatory. Is your husband the owner of those notes now? If not, who is?

(Objected to by Mr. Dewey, for pl'ff.)

Answer. He is not. Mr. Ira Foote is.

Fourth cross-interrogatory. When did Mr. Foote become the owner of them?

Answer. I don't know.

Fifth cross-interrogatory. Do you know whether he has sued them for the benefit of your husband?

(Objected to by Mr. Dewey, for pl'ff.)

Answer. No, he has not.

Sixth cross-interrogatory. Do you know how much was paid for these notes?

139 Answer. I don't know. He has paid him money, and I have got some myself.

Seventh cross-interrogatory. How much money did you get?

Answer. I don't remember the exact amount.

Eighth. How much did you get at any one time, and where?

Answer. I got money at his house; ten and twenty dollars; different amounts at different times.

Ninth cross-interrogatory. How much money did you get altogether?

Answer. I don't know. I don't remember.

Tenth cross-interrogatory. At what place, on what street, what house was this money paid to you, by whom, and how often?

Answer. In Adams street, at the house where he boards. I don't know the number.

By Mr. Foote: I don't remember how often, and cannot tell particularly.

Eleventh cross-interrogatory. Cannot you tell whether it was five, ten, or twenty times?

140 Answer. I can tell it was not twenty times. I don't remember exactly how often. I cannot tell whether it was five, ten, or twenty times. I cannot tell the number of times.

Twelfth cross-interrogatory. Can you tell the person who kept the house he boarded at?

Answer. Mr. Long.

Thirteenth cross-interrogatory. What time or times in the day was this money paid?

Answer. At different times.

Fourteenth cross-interrogatory. Were the notes present always when the money was paid?

Answer. I don't know.

Fifteenth cross-interrogatory. Did you receive all the money paid on the notes?

Answer. No.

Sixteenth cross-interrogatory. Did you ever see any other money paid on the notes?

141 Answer. No.

Seventeenth cross-interrogatory. What is Mr. Foote's business?

Answer. A builder. A carpenter and joiner.

Eighteenth cross-interrogatory. Is he a man of family, or single?

Answer. He has a wife but no children.

Nineteenth cross-interrogatory. Were you present when these notes were ever sold or transferred to Mr. Foote? If so, what did he agree to pay for them after the failure of Mr. Bigelow?

Answer. I was not present, nor do I know what he agreed to pay for them.

Twentieth cross-interrogatory. In that conversation of which you have spoken you say that the uncle's name to whom you referred was not mentioned. Don't you know that he has more uncles than one living in the city?

Answer. I did not say that the uncle's name was not mentioned. I said I did not remember the given name. I do know that he has more

142 uncles than one living in the city. He has two uncles, I believe, in the city. I knew to which he referred.

Twenty-first cross-interrogatory. Do you now remember whether his name was mentioned at all?

Answer. I do not.

Twenty-second cross-interrogatory. You say that there were three notes for $500 each that Mr. Bigelow had given to Mr. Hooker. Do you know when they were given, and what for?

Answer. They were given in September, 1857, as near as I can recollect. They were given for some business connected with roofing. I don't exactly know what.

Twenty-third cross-interrogatory. In what room of the house and what time of day did this conversation occur at which you say Mr. John A. Bigelow stated he was as well off then as he ever was, and that he put his property in his uncle's hands to keep it from his New York creditors, and said he would pay him all the same, as he would soon be in business
143 again, and that he had given his uncle a judgment note for a small amount due him, and that his uncle would see him through and pay him.

Answer. At our house, in the parlor, between nine and ten o'clock in the morning.

Twenty-fourth cross-interrogatory. Were you requested by your husband to come here and testify?

Answer. I was. He said Mr. Dewey wanted me to come down.

(The counsel for the plaintiff objected to each and every cross-interrogatory at the time the same were taken.)

HELEN N. HOOKER.

Defendant's testimony.

Deposition of John W. Shaffer, taken at Chicago, Illinois, on the third day of February, A. D. 1860, before Philip A. Hoyne, commissioner, in the case of Austin Sumner *et al. vs.* John A. Bigelow *et al*, on behalf of the defendants, and by agreement read in this cause.

144 My name is John W. Shaffer; I am thirty-three years old, and I reside in Stephenson County, in the State of Illinois. I was sworn into the office of sheriff of Stephenson County, aforesaid, in December, 1856, and remained in office for two years. I am acquainted with firm of Austin, Sumner & Company. I have been acquainted with them for about seven years; they are merchants in Boston, Massachusetts. I know the defendant, John A. Bigelow; have known him for eight or nine years. In the beginning of September, 1856, I introduced John A. Bigelow to Austin, Sumner & Company, at Boston, Massachusetts, for the purpose of having Austin, Sumner & Co. sell him, Bigelow, goods. I told them what I knew about his, Bigelow's, circumstances, and he, Bigelow, had told me what his circumstances were, which was all I knew about them. I told them, Austin, Sumner & Company, that his, Bigelow's, capital was, according to his own statement, consisted of a credit that his uncle, H. W. Bigelow, had given him of one, two, and three years for about twelve or fifteen thousand dollars, worth of goods. I spoke to them also of some other capital which he
145 said he had, amounting to about a thousand dollars, which was in his business. John A. Bigelow was a stranger in Boston, and at his request I introduced him to a number of houses at which he could buy goods in his line. My recollection is that I told Mr. Sumner that his uncle had sold him some 12 or 15 thousand dollars' worth of goods, which he had one, two, and three years to pay for them in. He meant by his uncle H. W. Bigelow.

Question by def'ts' counsel. State whether it was known to any extent, and if so, to what, during the years 1856 and 1857, at Freeport, Illinois, that John A. Bigelow was indebted to his uncle, H. W. Bigelow.

(Objected to as leading and incompetent, and irrelevant.)

Answer. I was aware of it, and I heard Mitchell & Co., bankers, speak of it, and that is all I can say positive; I suppose it was generally known. I refer to the time before judgment was obtained. An execution came into my hands in favor of H. W. Bigelow against John A. Bigelow; came into my hands January 16, 1858. I think it was not quite eight thousand dollars.

146 I had also another execution against John A. Bigelow that came into my hands about the beginning of January, 1858, for about $460, in favor of Wesson and others. I levied on the stock of goods by virtue of these executions, and made an inventory of the same. The paper now shown to me is the inventory, which is annexed to the deposition and marked Exhibit A. I advertised the goods according to law, and had handbills struck off and circulated through the county of Stephenson, advertising the public of the sale of these goods, which I would sell on the first day of February following. I commenced selling on the first day of February, and continued selling until the fifth of February, and then I closed the sale. I sold during the business hours of those days and late in the evenings. I closed in the middle of the day on the fifth. The sale took place in the store at Freeport, where the goods were that I levied on. The store was full of the people most of the time. The paper now shown to me contains a true statement of the goods sold, to whom, and the prices at which they were sold. Said paper is hereto annexed and marked Exhibit B. The inventory marked Exhibit A, which I took, put down the goods at ten per cent. above New York cost, as I was informed by the clerks and others in the store conversant with the same, and who assisted me in making the inventory.

147 The inventory is part in my handwriting and part in that of a clerk in the store. I have been a merchant, and have been engaged in that business for ten or twelve years. The major part of the stock of goods were good, and the others were out of date, damaged, out of style, &c. There were a good many laces, ribbons, notions. I think the stock was well sold considering all the circumstances, they being sold for cash. I think they were extremely well sold. They sold for about one half their cost. It was a stock that consisted of many fine goods, laces, silks, ribbons, an unusual large stock of notions, trimmings. The stock was in the condition of any retail stock of that size in a city the size of Freeport.

Cross-examination.

H. W. Bigelow bid off the principal part of the stock. He opened the stock in the same building and continued business. John A. Bigelow, after the goods were sold, pretended to be engaged in the patent-roof business, and a part of the last summer and fall he was engaged in the same store there. I told Austin, Sumner & Co., at the interview referred to, the amount of indebtedness from John A. Bigelow to Henry W. Bigelow as he then,

148 John, told me. It was twelve or fifteen thousand dollars then, I cannot tell which. I am not intimately acquainted with the business affairs of John A. Bigelow from the time he opened business until the executions were levied, no more than with any other business man. The only way I knew that John A. Bigelow was indebted to Henry W. Bigelow, at the time referred to in my examination in chief, was from what John A. Bigelow told me in 1856. I did not know at the time that I heard Mitchell & Co. speak of John A.'s indebtedness how much he owed his uncle, H. W. Bigelow. This was about the time the Wesson execution came into my hand, according to the best of my recollection. I understood through these bankers that John A. Bigelow had paid H. W. Bigelow considerable money.

J. W. SHAFFER.

Subscribed and sworn to before me this 3d day of February, A. D. 1860.

P. A. HOYNE, *U. S. Com. N. D. Illinois.*

Endorsed: Filed Oct. 31, 1862.

WM. H. BRADLEY, *Clk.*

149 On the hearing of this cause the defendants, under a stipulation of the parties, by their respective counsel, filed herein, of the date of June 14th, 1864, read in evidence the separate answer of H. W. Bigelow, filed in the case pending in the State circuit court for the county of Cook, in this district, wherein Ira Foote is complainant and the said Henry W. Bigelow and John A. Bigelow are the defendants, together with a schedule marked as Exhibit A, also filed with said answer in said State court.

The said stipulation, under which the said answer and schedule were introduced, is in the words and figures following, to wit:

Circuit court of Cook County, Illinois, in chancery.

IRA FOOTE
vs.
JOHN A. BIGELOW *et al.*

It is hereby stipulated and agreed by and between the parties hereto that all the testimony, including depositions, examinations, and answers of defendants, now on file on the chancery side of the circuit court of the United States for the northern district of Illinois, in the cases of Sumner *et al.*

150 *vs.* Bigelow *et al.*, Field *et al. vs.* Bigelow *et al.*, and Seaver *et al. vs.* Bigelow *et al.*, may be read at the hearing of the above-entitled cause, subject to all objections as to competency, precisely as though the same were taken and filed in this cause.

It is further stipulated between the parties hereto that all the testimony and answers, together with the exhibits to the latter, now on file in the above-entitled cause, may be read upon the hearing of the said causes in the United States courts precisely as though the same were taken and filed in each of said causes, subject, however, to all legal objections as to competency.

Chicago, July 28th, 1863

E. S. SMITH, *Sol'r for Compl't in this cause, and for the Complainants in said causes in the United States Court.*
HOYNE, MILLER, & LEWIS, *Sol'rs for Defendants, and for Defendants in each of said causes in the United States Courts.*

Endorsed: Filed June 14th, 1864.

WM. H. BRADLEY, *Clk.*

151 The said separate answer of said H. W. Bigelow, together with the schedule marked Exhibit A, as aforesaid, are in the words and figures following, to wit:

152 Circuit court of Cook County, February term A. D., 1860, in chancery.

HENRY W. BIGELOW AND JOHN A. BIGELOW
ads.
IRA FOOTE.

The separate answer of Henry W. Bigelow to the bill of complaint filed in this cause.

The said defendant, Henry W. Bigelow, saving and reserving all benefits of exception to the many errors and imperfections in said bill of complaint contained, for answer thereto, or unto so much thereof as he is advised by his counsel it is material for him to make answer unto, answering says that he has no personal knowledge as to whether said complainant, Ira Foote, recovered a judgment against said John A. Bigelow, as is stated and alleged in said bill of complaint, nor as to whether demand was made of prop-

erty and said writs of execution returned as is therein stated; and he therefore neither admits nor denies said allegations, but leaves said complainant to make proof thereof.

Further answering, this defendant says that he admits that prior to the 10th of January, A. D. 1858, the said John A. Bigelow was engaged in the mercantile business at the city of Freeport, in the county of Stephen-
153 son, and had been so engaged for a number of years, and this defendant has been informed and believes, and therefore admits, that in the course of said business divers persons became indebted to him, but to what amount this defendant is unable to state. And this defendant, further answering, says that as to that part of said bill of complaint wherein it is stated that at the time of the filing of said bill of complaint the said defendant, John A. Bigelow, had debts due to him, and for which he held divers securities and evidences to a large amount, and divers goods, wares, and merchandise and other articles of personal property which belonged to him, or in which he was in some way or manner beneficially interested, and that he had equitable interests and things in action of some nature or kind which might and ought to be applied to the payment of complainant's said judgment, and that he was in some way and manner beneficially interested in some real estate in this of some other State, or some chattels real of some nature or kind or some contract or agreement relating to real estate or the rents, issues, and profits of some real estate, and that the said defendant, John A. Bigelow, was the owner of or in some way beneficially interested in the stock of some company, incorporated or unincorporated, or the profits of some company or copartnership, and that he had in his possession at the time of the filing of said bill of complaint some money in coin or bank
154 bills, or that he had in his name or the name of some other person deposited in some bank or elsewhere to his credit or benefit, or that he had money or securities for the payment of money held by some other person in trust or otherwise for his benefit, and that he has property and other equitable interest, things in action, or effects of the value of more than one hundred dollars, exclusive of all prior and first claims thereon, this defendant has no personal knowledge as to whether said allegations or either of them are true, or to what extent said allegations are true, if they are to any extent true; but this defendant, for answer thereto, states that upon the best of his information, knowledge, and belief, the said defendant says that on the third day of March, A. D. 1858, the said defendant, John A. Bigelow, was the owner of a tract of land of about 160 acres, located in the county of St. Croix, in the State of Wisconsin; also lot No. 7, in block number one in Guiteau's addition to the town, now city, of Freeport, subject to a trust deed for about $333 73; and that he was the owner of W. E. Childs & Co.'s patent fire and water proof cement roofing for the counties of Jo Daviess, Stephenson, and Winnebago, in the State of Illinois; and that he also had a lease for a store in Freeport to run about eight years from that time, the rent reserved in said lease being six hundred and fifty dollars per annum, and that he has some articles of household furniture, but what the same consist of this defendant is unable to state, but this defendant
155 has no knowledge, information, or belief as to what extent, if any, the said John A. Bigelow may have conveyed or encumbered the above-described property since the third of March aforesaid, except that this defendant believes that the said John A. Bigelow still holds the lease of said store, and still has some articles of household furniture, but the value or amount of such articles this defendant is unable to state, but believes that they do not exceed the amount by law exempted from execution.

This defendant, further answering, says that the said John A. Bigelow, on the 5th day of February, A. D. 1858, transferred to this defendant notes then

held by him, amounting in all to the sum of $2,018 43 as security for the payment of $2,367 57, then due and owing from the said John A. Bigelow to this defendant, and this defendant is informed and believes that at about the same time he transferred and delivered to D. C. Hyde & Co., of New York, notes, claims, and accounts to the amount of $1,944 11 to secure the payment of a debt amounting to the sum of $971; and also that at about the same time he transferred and delivered to one William W. Bigelow notes, claims, and accounts to the amount of $392 10, as security for the payment of a debt of $337 05, then due and owing from the said John A. Bigelow to the said William W. Bigelow, and also that at about the same time he transferred and delivered to one Jacob Mease, jr., notes, claims, and accounts amounting to $264 63 as security for the payment of a debt of $287 70, then due and owing from the said John A. Bigelow to the said Jacob
156 Mease.

And this defendant, further answering, says that he has no knowledge or information regarding any other assignment or transfer of the said John A. Bigelow of his property than that above mentioned, nor any other knowledge or information regarding the purposes or object of such transfer than the purposes and object above stated; and this defendant has no knowledge or information that would lead him to suppose, nor does he believe, that said transfers, or either or any of them were made for the purpose of hindering, delaying, or defrauding said complainant, or any or either of the creditors of the said John A. Bigelow, but this defendant knows so far as he is concerned, and believes so far as the other above-named creditors of the said John A. Bigelow are concerned, that said transfers were made to secure valid and bona fide debts then due and owing by the said John A. Bigelow, and for no bad or fraudulent purpose whatever.

And this defendant, further answering, says that he fully and explicitly denies that the said John A. Bigelow has ever to any extent combined or confederated with this defendant to conceal or cover up his property; but he admits that for many years prior to and until the 16th day of January, A. D. 1858, the said John A. Bigelow was engaged in the mercantile business at Freeport, and that at about the 16th day of January aforesaid he was in possession and owner of a stock of goods, wares, and merchandise at Freeport,
157 but he denies that the same was of the value of $20,000, or anything like that sum, as stated in said bill of complaint, and says that the original cost price of said goods to the said John A. Bigelow was between $10,000 and $12,000, according to the best knowledge of this defendant, and besides it was a badly broken stock, a great many of the goods were past styles and unsaleable, and a great many of said goods are now on hand in said store, and as said defendant verily believes said stock was not then worth more than fifty per cent. of its original cost, even if sold upon the usual credit at which old stocks of goods are generally sold.

This defendant, further answering, admits that on the 28th day of December, A. D. 1857, the said John A. Bigelow did execute to the defendant his certain judgment note for the sum of $7,754 49, payable to the order of this defendant; and this defendant further admits that he afterwards, on the 14th day of January, A. D. 1858, caused judgment to be entered upon said note for the sum of $7,800 16, and costs of suit in the circuit court of Cook County, and that execution issued on said judgment on the day and year last aforesaid to the sheriff of Stephenson County, in said State, commanding said sheriff as set forth in said bill of complaint, and that afterwards, on the fifteenth day of January aforesaid, said execution came to the hands of the sheriff of said county, and that by virtue thereof the said sheriff afterwards, and on the 16th day of January aforesaid, levied upon the stock of

goods aforesaid as the property of the said John A. Bigelow, subject
158 to an execution issued from the circuit court of Stephenson County, in favor of Andrew Wesson and others, for the sum of $467 47, and costs; and this defendant says that said property having been duly advertised for sale, the said sheriff, under and by virtue of said writs of execution, sold said goods, wares, and merchandise at public sale. This defendant further says that said sale was commenced on the morning of the first of February, and was continued through the first, second, third, fourth, and part of the fifth days of February, A. D. 1858, until said stock of goods was entirely sold out, and this defendant denies that the same was sold on the first day of February, as stated and alleged in said bill, but he admits that the proceeds of said sale amounted to the sum of about $5,050 57, and he denies that this defendant became the purchaser of said goods, but he admits that he became the purchaser of a large part of them.

This defendant, further answering, admits that after paying and satisfying from the proceeds of said sale, the execution issued from the circuit court of Stephenson County as aforesaid, and paying his costs and charges in that behalf, the said sheriff returned said execution issued in favor of this defendant as aforesaid satisfied in the sum of $4,367 37; and this defendant gave to said sheriff his receipt for that amount. And this defendant further says that on the 16th day of January, A. D. 1858, said John A. Bigelow paid to this defendant the sum of $1,000 to apply on said judgment for which this defendant gave him a receipt to apply on said judgment, and this defendant afterwards, and
159 on the 5th day of February aforesaid, purchased of the said John A. Bigelow policies of insurance for which he allowed him $71 25, to be applied on said judgment, leaving a balance due this defendant on said judgment of $2,367 57, and this defendant expressly and distinctly denies that the value of said goods so levied upon as aforesaid was not less than the sum of $20,000, or that said judgment note was made or delivered for any fraudulent purpose whatever, or that the judgment entered thereon was to any extent fraudulent, or that the sale upon the execution as aforesaid was to any extent fraudulent, or that said judgment note was given without a full and fair consideration, or that the consideration therefor did not exceed the sum of twenty-five thousand dollars; but this defendant says that at the time said judgment note was given the said John A. Bigelow was indebted to this defendant for the full amount of said judgment note, and this defendant expressly denies that said judgment note was given or the subsequent proceedings thereon had for the purpose, to any extent, of cheating or defrauding the holder of the notes upon which judgment was afterwards entered in favor of complainant, or any other creditor or creditors, of the said John A. Bigelow, or to any extent, for the purpose or with the intent or view to hinder or delay him or them, or either of them,
160 in the collection of their debts, or that for any such purpose, or any purpose, the said John A. Bigelow did combine or confederate with this defendant as is alleged and charged in said bill of complaint; and this defendant, upon his information and belief, denies that said goods could have been sold, either at public or private sale, for a sufficient sum to pay in full the execution in favor of Andrew Wesson and others, and the said judgment in favor of this defendant.

And this defendant, further answering, says that said goods were not duly advertised for sale, as required by law, but that said sheriff, in order that there might be as much competition as possible among purchasers at said sale, and to prevent said goods from being sacrificed, procured large printed handbills, stating the time, place, and terms of said sale; and, as this defendant is informed by said sheriff, and verily believes, said handbills were posted up in all parts of Stephenson County; and this defendant fur-

ther says that at said sale said goods, wares, and merchandise were put up and sold in small parcels and in such a manner as would, in the opinion of this defendant and of said sheriff, realize the largest possible sum.

And this defendant, further answering, admits that he has kept the good so purchased by him at said sale, in the same store which had been occupied by said John A. Bigelow; and this defendant has made additions
161 thereto from time to time, said additions amounting in all to the sum of about $38,510 50; and this defendant has, since said sale, sold from said goods, with other goods added thereto, at retail, and has in his own name in this manner carried on the mercantile at Freeport aforesaid; but this defendant says that the said John A. Bigelow is in no respect, way, or manner interested in said business or said goods. This defendant admits that he has been residing in the city of Chicago since said sale, and during the time he has carried on the mercantile business at Freeport, that he has employed a good deal of his time in purchasing goods from time to time in replenishing said stock of goods at Freeport, and has frequently, and as often as he deemed it necessary, visited Freeport for the purpose of looking after and attending to his business in person there. He admits that the said John A. Bigelow has been residing in Freeport. And this defendant further says that since February, 1859, he has from time to time employed said John A. Bigelow as clerk in said store; and this defendant thinks that he has been in said store since February aforesaid; he has been in said store three fourths of the time; but this defendant says that before about the first of February, 1859, he was not employed by this defendant at all or to any extent. But this defendant says that the said John A. Bigelow has not
162 nor had he ever had the general superintendence of said business, but the said business at Freeport has since its first commencement by this defendant been under the superintendance and charge of William W. Bigelow, as clerk of this defendant. And this defendant denies that said business at Freeport has been carried on as before said sale, except under another name, as stated and charged in said bill of complaint. This defendant admits that said goods have been sold from time to time to divers customers in the usual way of mercantile trade, and that from the proceeds of such sales said stock has been replenished from time to time, but this defendant has, in addition to the goods purchased by him from the sale of said stock, from time to time purchased other goods upon his own credit and to a very large amount, and placed the same in said store; and in addition thereto this defendant placed in said store in March or April, 1858, a stock of goods then received by this defendant in Chicago, said stock so sent amounting to between $12,000 and $13,000. And this defendant says that the large majority of his purchases, since he has been doing business at Freeport aforesaid, has been upon credit; and this defendant says that from the proceeds of sales made at Freeport in the usual course of trade, he has also replenished his stock from time to time in the way such business is usually carried on.

163 This defendant, further answering, says that he can give no other answer than he has already given respecting the property, credits, and effects of the said John A. Bigelow. This defendant says that he has not yet succeeded in collecting one half of the notes turned out to him by the said John A. Bigelow as aforesaid; and this defendant does not think he will be able to collect much more than he has already collected, and with respect to the present condition and goodness of the balance of the notes, claims, and accounts turned out by said John A. Bigelow, as aforesaid, this defendant has no knowledge, information, or belief, except that he has been informed that a large majority of the notes turned out to D. C. Hyde & Co. are deemed bad, and he has been informed by D. C. Hyde that he has received thereupon only about $100.

This defendant, further answering, says that the judgment note above mentioned was executed on the day it bears date, at the office of Hoyne, Miller & Lewis, in the city of Chicago, and that the same was executed for the purpose of securing the payment of the sum of money in the said promissory note mentioned, and it was made in the presence of Henry G. Miller; and this defendant thinks the same was drawn up by him; that said note was delivered to this defendant in said office, and was sustained by him until judgment was entered, as hereinbefore stated.

164 This defendant, further answering, says that during the year 1855, this defendant, then being engaged in the mercantile business in the city of Chicago, and the said John A. Bigelow being engaged in the mercantile business in Freeport aforesaid, this defendant sold to said John A. Bigelow goods, wares, and merchandise from time to time, said sales amounting in all to the sum of about $15,633 70. A copy of the original bills of said goods, wares, and merchandise, showing items and amounts is hereto annexed, marked Exhibit A. That on the 26th day of December, A. D. 1855, the said John A. Bigelow was indebted to this defendant, on account of said sales, in the full sum of $14,277 43, which amount was then due, and he was also indebted to this defendant in the sum of $496 83, that being the balance of a note then held by this defendant against the said John A. Bigelow, said last-mentioned note having been given for goods sold by this defendant to the said John A. Bigelow before the year 1855, for which amount the said John A. Bigelow gave this defendant notes payable on short time, and all payable, this defendant thinks, within one year from the said 26th day of December. This defendant further says that the said John A. Bigelow afterwards and during the winter of 1855 and 1856, *the said John A. Bigelow* paid to this defendant from time to time $1,075 in cash; and this defendant also credited said John A. Bigelow with $9 17 on

165 account of error in account and certain Milledgeville money, which said John A. Bigelow had sent in to this defendant, leaving a balance due to this defendant from the said John A. Bigelow of $13,687 09; and afterwards and during the winter of 1855 and 1856, or in the early part of the spring of 1856, the said John A. Bigelow, in the place of the short notes then held by this defendant against him, executed his three notes to this defendant, the first two for $4,972 97 each, and the last for $4,972 98, bearing date the 26th day of December, A. D. 1855, and payable in one, two, and three years from date, respectively, that being the amount of said sum of $13,687 09 with interest at six per cent. per annum for said extended time of payment.

This defendant, further answering, says that said John A. Bigelow duly paid the first of the above-mentioned notes for $4,972 97, each at about the time the same became due, and afterwards paid on the second of said notes the sum of $2,191 46, said last-mentioned payment having been made on the 28th day of December, 1857, leaving a balance remaining unpaid on the last two of said notes of $7,754 49, that no other or further payments were ever made on said notes or either of them; and the said John A. Bigelow, on the 28th day of December last aforesaid, applied to this defendant and desired this defendant to extend the time for the payment of the balance then

166 due on the second of said notes. That at that time judgment had been recovered in favor of Andrew Wesson and others against said John A. Bigelow, and execution had issued thereon, and was then in the hands of the sheriff of said county of Stephenson; and this defendant agreed to extend the time for the payment of said balance so long as he could safely do so, provided the said John A. Bigelow would execute to this defendant his judgment note for the amount remaining unpaid on said last two notes, payable one day after date; that the said John A. Bigelow assented

thereto, and thereupon executed to this defendant said judgment note as aforesaid; this defendant returned to him the last two of said three notes above-mentioned; that the object of this defendant in taking said note was to put himself in a position where he could secure the payment of the indebtedness of said John A. Bigelow to him as aforesaid, and to protect himself, provided it should become necessary for him to do so; that afterwards he saw that suits were being commenced against said John A. Bigelyw in the circuit court of the United States for the northern district of Illinois, and particularly one suit in favor of Austin, Sumner & Co., and thereupon and on the 14th day of January, 1858, this defendant caused judgment to be entered on said note in the manner hereinbefore mentioned, and execution to be issued thereon and levy made as hereinbefore stated.

167 Defendant, further answering, says that after making said levy said sheriff, as defendant is informed and believes, caused an inventory to be made of the goods levied upon, a copy of which inventory is hereto annexed, marked Exhibit B, which said inventory, as defendant is informed and believes, contains a statement of the cost price of each article, including ten per cent. added thereto; defendant is unable to state what the selling price of each article was. Defendant further says that said sale was made at the store of said John A. Bigelow, in Freeport aforesaid, and that said store was crowded with bidders during the greater portion of the time when said sale was going on; at times there was as many as two hundred persons present, as defendant believes.

Defendant, further answering, says that said sheriff caused to be kept a regular account of said sale, consisting of a statement of the articles sold, the price and prices for which they were sold, and the persons to whom sold, a copy of which is hereto annexed, marked Exhibit C, and this defendant believes that the same is correct and true. This defendant says that said sale was fairly and honestly conducted, and he denies all fraud, &c., and prays to be hence dismissed, with his reasonable costs and charges in this

168 behalf most wrongfully sustained.

H. W. BIGELOW.

HOYNE, MILLER & LEWIS, *Sol's and of Counsel for Def't.*

STATE OF ILLINOIS, *Cook County, ss:*

Henry W. Bigelow, being duly sworn, deposes and says that he has read the foregoing answer, and knows the contents thereof, and that the same is true, except as to the matters therein stated on his information and belief, and as to those matters he believes the same to be true.

H. W. BIGELOW.

Subscribed and sworn to before me this 2 Feb'y, 1860.

WM. L. CHURCH, *Clk.*

Endorsed: Filed Feb'y 2, 1860.

WM. L. CHURCH, *Clk.*

169 EXHIBIT A.

CHICAGO, *Jan'y 25th*, 1855.

Mr. J. A. Bigelow, bo't of H. W. Bigelow:

100 canesters tea, 5*s*	$62 50
6 dozen razor strops, 1*s*	4 50
1 ditto, 11*s*	1 37
2 ditto, 14*s*	3 50
½ ditto, 18*s*	1 13
½ ditto, 26*s*	1 62

3 ps. print, 100, 5¾	$6	33
2 ps. prints, 87¾, 4¾	4	16
4 ditto, 16⁸¼, 5¼	8	83
10 ditto, 379¼, 7½	28	45
2 ditto, 67, 6	4	02
5 ditto, 123¼, 6¼	7	70
6 ditto, 201¼, 8½	17	11
8 ditto, 27¾, 7	19	11
5 ditto, 194, 8	15	52
5 ditto, 184, 9½	17	48
4-12 dozen portfolios, 26*s*	1	08
2 morn. rambles, 4*s*	1	00
19 pict. primers, 2		40
19 mem. books, 3		57
2 first primers, 3		6
9-12 dozen Lessons on Primers, 10		97
5 blank books 1*s*. 3		78
170 1 Henry's Meditations		25
1 Life Franklin, 2*s*		25
2 Baxter's Call, 2*s*		50
1 Jay's Prayers, 2*s*		25
2 Doddrige's L't Progress, 2*s*		50
1 arithmetic		20
3 Smith's 1st Geography, 23		69
11 English grammer, 8		91
1 Y'ng Ladies' Gifts, 2*s*		25
1 Constitution Man		25
6 C'pt. B. Narrative, 1*s*		75
3 Thompson's Seasons, 1*s*		38
4 Campbell's Works, 20		80
3 Kirkham's Grammer, 30		90
5 McGuffey's 5th Reader, 52	2	60
1 Mason's Farrier, 5*s*		63
1 Comstock's Chemistry		50
1 Wood's Class Book		75
1 Smith's Geography		50
9 McGuffey's 3d Reader, 22	1	98
14 McGuffey's 3d Reader, 22	3	08
3 McGuffey's 2d Reader, 15		45
10 McGuffey's 2d Reader, 13	1	30
3 McGuffey's 1st Reader, 7		21
14 Practical Grammer, 2*s*	3	50
20 Goodrich's 3d Reader, 1*s*. 4	3	33
18 Goodrich's 1st Reader, 6	1	08
171 17 Goodrich's 2d Reader, 10	1	70
1 Goodrich's 4th Reader		28
10 Goodrich's 4th Readers, 2*s*	2	50
8 poems, 3*s*	3	00
3 poems, gilt edge, 45	1	35
16 ditto, 4*s*	8	00
6 State Constitution, 8*s*	6	00
8 Mix's Cur. Nar., 6*s*	6	00
5 Goodrich's Anc't History, 6*s*	3	75
4 Smith's Geography, 42	1	68
3 Smith's Atlas, 3*s*	1	13
2 Smith's Geography, 5*s*	1	25

3 cases poems, 55 vols. 16⅔		$9 17
2 dozen breastpins, 7s		1 75
2 ditto, 6s		1 50
2 ditto, 10s		2 50
2 ditto, 5s		1 25
3 dozen broaches 1s. 6		56
7 vest chains, 1s. 10		1 60
1 ditto, 3s		38
3 dozen rings, 3s		1 13
3 dozen ring seals, 5s		1 87
6 steel vest chains, 34		2 04
2 tooth-brushes, 5s		1 25
1 ditto, 11s		1 38
1 bkt. inkstand, 8s		1 00
12 bh. seal points, 1s. 6		2 25
1 box dominos, 5s. 8		71
172 1 dozen Lisle th'd purses, 5s		33
3 bankers' cases, 8s		3 00
1 bankers' case		2 00
1 ditto, 11s		1 38
1 dozen wallets, 8s		1 00
½ ditto, 36s		2 25
½ ditto, 14s		88
2 calfskin pelt books, 5s		1 25
4 dozen zinc mirrors, 28		1 12
4½ dozen German sil. T. spoons, 88		3 96
5 lbs. sealingwax, 4s		2 50
4 boxes soap, 8		33
8 ditto, 9		75
1 dozen French cologne, 8s		1 00
1 gross lead-pencils		40
10 2-12 ditto, $3 75		3 28
4 dozen carpenter's pencils, 2s		1 00
8 cigar cases, 14s		1 12
1 dozen hair brushes, 12s		1 50
9-12 ditto, 30s		2 81
10-12 ditto, 12s		1 25
2 cloth brushes, 16		4 00
½ ditto, 32s		2 00
10-12 H. cough drops, 32		3 33
2 tobacco boxes, 69		1 38
2 ditto, 8s		2 00
1 ditto, 6s. 6		81
2 ditto, 6s		1 50
173 1 snuff-box		40
6 Eng. Cal'o dress p'k't combs, 7s		5 25
4 dozen boxes wafers, 27		1 08
2 Mill. shav. soap, 5s		1 25
3 ditto, 3s		1 13
1 ditto		50
4 7-10 percuss. caps, 60		2 82
3 compasses, 9		28
½ gross Jews' harps, 9s		56
2 dozen 4-in. fine combs, 68		1 36
1 dozen ⅜-in. fine combs, 7s		88
1 dozen 3-in. fine combs		60

2 dozen 2¾-in. fine combs, 65		$1 30
1 dozen 3⅛-in. fine combs		75
1 dozen 2¼-in. fine combs		50
1 dozen 1½-in. fine combs, 1*s*		13
2 ivory p'k't combs, 12*s*		3 00
11-12 ditto, 9*s*		1 03
11-12 buff horn combs, 14*s*		1 60
1 Eng. dress. comb, 11*s*		1 38
1 buff horn comb, 11*s*		1 37
1 ditto, 14*s*		1 75
1 gross steel pins, 14*s*		1 75
11-12 ditto, 7*s*		80
2 10-12 ditto, 7*s*		2 48
3 ditto, 6*s*		2 25
174 1 dozen F. razors		2 00
2 dozen F. razors, 1 short, $3 25		6 50
5 German look. glasses, 8		42
7 dozen watch keys, 2*s*. 6		2 19
½ dozen dressing combs, 15*s*		94
½ ditto, 14*s*		2 63
½ ditto, 10*s*		62
4 dozen dressing fin. combs, 32½		1 30
½ dozen elastic, 5*s*		31
1 ditto, 8*s*		1 00
6 cambric collars, 1*s*. 6		1 13
3 ditto, 2*s*		75
1 muslin collar		2 25
1 ditto, 42½		43
9 ditto, 45		4 05
2 ditto, 90		1 80
1 ditto		1 15
1 ditto, 11*s*		1 38
6 pair muslin undersleaves, 3*s*		2 25
2 ditto, 5*s*		1 25
1 ditto		75
1 ditto, 7*s*		88
1 pair muslin flowing undersleaves, 14*s*		1 75
1 pair cambric undersleaves, 11*s*		1 37
1 ditto		2 00
1 emb'd skirts		2 85
1 ditto		2 25
175 1 ditto, 11*s*		1 38
2 muslin chemizetts, 6*s*		1 50
4 ditto, 9*s*		4 50
1 ditto, 10*s*		1 25
2 ditto, 57		1 14
1 muslin chimizette		1 50
1 ditto		35
1 emb'd crape chimizette, 15*s*		1 88
1 piece sheep grey, 22½, 44		9 90
2 pieces demines, 86, 10½		9 03
2 uncassule stp., 68¾, 10		6 88
1 F. & P. stp., 35½, 10½		3 73
2 Lonhigan tick, 76½, 10		8 08
2 A. A. tick, 81¼, 1*s*		10 16
1 Irish linen, 13½, 30		4 05

	38-in. 3 bl'k s'lk cravats, 11*s*	$4 13
	12 dozen Jones's spool cot., 2*s*	3 00
	1 piece bl'k silk, 63¼, 97½	63 62
	1 ditto, 72½, 67½	48 94
	3 blea. shirting, 106¼, 10	10 63
	1 ditto, 41, 12	4 92
	1 ditto, 40¾, 12½	5 09
	3 unbla. shirting, 112, 9½	10 64
	1 ditto, 33¼, 11	3 66
	1 State Mills sheeting, 35¾, 7¼	2 59
	10 long shawls, 2 00	20 00
	3 ditto, $3 75	11 25
176	3 emb'd cash. shawls, 13*s*	4 88
	1 stradella shawl	2 00
	1 ditto, 14*s*	1 75
	1 ditto, 15*s*	1 88
	1 broch long shawl	13 00
	2 pieces sheeting, 67, 6¾	4 52
	3 pieces sheeting, 113¾, 6¼	7 11
	19 pair grey blankets, 80	15 20
	4 ditto, 14*s*	7 00
	5 boys' shoes, 60	3 00
	15 ditto, 50	7 50
	2 men's shoes, 90	1 80
	1 ditto	1 05
	3 ditto, 7*s*	2 63
	7 ditto, 8*s*	7 00
	1 ditto, 6*s*	75
	1 ditto	95
	3 boys' shoes, 3*s*	1 13
	2 ditto, 5*s*	1 25
	3 ditto, 56	1 68
	13 ditto, 60	9 80
	2 fine books, $3 25	6 50
	1 ditto	2 00
	4 boys' books, 8*s*	4 00
	2 ditto, $1 20	2 40
	1 ditto	1 20
	19 men's books, $1 75	33 25
177	7 misses' shoes, 40	2 80
	3 ditto, 46	1 38
	1 ditto, 8*s*. 6	1 06
	1 ladies' shoes	60
	4 ditto, 65	2 60
	9 ditto, 3*s*	3 38
	7 ditto, 55	3 85
	1 pair men's rubbers	75
	6 pairs misses' slips, 40	2 40
	11½ dozen pairs suspenders, 80	9 20
	10 dozen German gloves, 2 00	20 00
	Cases, 50	2 50
	Drayage	25
		881 34

CHICAGO, *Feb'y 9th*, 1855.

5½ dozen ass'd kid gloves, $8 50		$46 75
6 cord and tassels, 2*s*. 3		1 69
9-12 dozen cord and tassels, 9*s*		84
6 ditto, 20		1 20
1 job lot cord and tassels, 14 15-12, 6*s*		10 81
3 yards bl'k silk vel., 13*s*		4 88
3 ditto, 22*s*		8 25
1 broch long shawl		21 00
1 wool long shawl		5 25
1 ditto		6 00
1 ditto		5 00
1 piece vel. trimming, 12*s*		1 50
178 6 ditto, 8*s*		6 00
7 ditto, 12*s* 2		10 50
1 ditto, $1 67		1 68
4 ditto, 85		3 40
4 ditto, 75		3 00
4 ditto, 42½		1 70
4 ditto, 67½		2 70
4 ditto, 62½		2 50
4 pieces vel. trimming, 60		2 40
4 ditto, 50		2 00
3 pieces vel. gallon trimming, 17		2 75
7 neck-ties, 3*s*. 6		3 06
4 pieces vel. triming, 36		1 44
7 neckhan'k'fs, 5*s*		4 38
6 ditto, 5*s*		3 75
7 ditto, 5*s*. 4		4 67
2 ditto, 7*s*. 4		1 83
1 ditto, 2*s*. 6		31
1 ditto, 5*s*		63
5 ditto, 80		4 00
6 ditto, 50		3 00
37 ditto, 23		8 51
1 ditto		50
1 ditto		35
1 ditto, 5*s*		63
1 ditto		1 38
179 1 ditto		1 75
1 ditto		54
2 ditto, 50		1 00
2 ditto, 9*s*. 4		2 33
3 ditto, 8*s*. 4		3 13
		199 99

FEB'Y 9th.

1 piece K'y jean, 36, 26	$9 36
1 ditto, 44½, 25	11 13
1 ditto, 45, 18	8 10
1 Eng. mereno, 27, 27	7 29
1 changeable camlet, 10, 62½	6 25
1 piece alpacca, 10¾, 2*s*	2 69

3 pieces libn c'oth, 82, 33		$27 06
1 piece chang. camlet, 10¼, 68		6 97
1 piece Eng. merino, 40, 50		20 00
1 ditto, 22½, 28		6 30
1 ditto, 15, 32½		4 88
2 ditto, 67¾, 40		27 10
1 ditto, 38¼, 50		19 13
2 pieces Persian twill, 71, 25		17 75
1 ditto, 36½, 25		9 13
5 pieces mus de laine, 157, 20		31 55
2 ditto, 61½, 21½		13 23
3 ditto, 92¼, 21		19 37
2 ditto, 71¼, 19		13 54
1 ditto, 30½, 18		5 49
1 ditto, 32½, 17½		5 67
	1 ditto, 32, 16	5 12
180	1 ditto, 34, 15	5 10
	1 piece Persian twill, 17, 32½	5 53
1 piece Persian cloth, 13¼, 18		2 39
1 ditto, 15¾, 19		2 99
5 pieces twill plain, 130, 1*s*. 4		21 67
1 piece poplin, 31½, 44		13 86
2 ditto, 40¾, 17		6 93
1 piece bird's eye, 21½, 3*s*		8 06
2 lb. whalebone, 60		1 20
5-12 dozen undershirts, $8 00		3 33
4-12 ditto, 8 25		2 75
1 ditto		6 00
8 neck-ties, 50		4 00
11 ditto, 75		8 25
1 ditto, 5*s*. 8		71
8 ditto, 55		4 40
12 stocks, 5*s*		7 50
24 dozen Walker's spool cot., 28		6 72
3 Coat's spool cot., 47½		1 43
1 piece sheating to line, 37, 6¼		2 31
1 piece bl'k cass., 25, 85		21 25
1 piece fancy cass., 33, 58		19 29
10 hem-stich h'k'fs, 5*s*. 4		6 67
1 col'd bor'd h'd'fs, 4*s*. 8		58
8 ditto, 3*s*. 8		3 67
4 ditto, 5*s*. 6		2 75
6 ditto. 3*s*. 6		3 63
	11 emb. H. S. h'k'fs., 15*s*	20 62
181	7 ditto, 19*s*	16 63
	9 grass linen h'k'fs, 52	4 68
5 grass linen h'k'fs, 3*s*		1 87
4 emb'd col. bor'd		5 68
2 ditto, 75		1 50
1 col. bor'd h'k'f		52
2 ditto, 5*s*		1 25
4 hem st'ch'd h'k'fs, 4*s*. 2		2 08
8 linen h'k'fs, 2*s*		2 00
12 ditto, 2*s*. 3		3 38
11 ditto, 34		3 74
7 ditto, 2*s*		1 75

24 ditto, 1*s*. 5	$2 25
12 linen h'k'fs, 1*s*. 5	2 13
1 p'king box	75
Drayage	25
5 grass lin. h'k'fs, 3*s*	1 88
	524 06

CHICAGO, *Feb'y 13th*, 1855.

	12 pieces print, 407, 6	$24 42
	6 ditto, 222¼, 6¼	13 90
	13 ditto, 497½, 7	34 83
	5 ditto, 170, 7½	12 75
	3 ditto, 113¾, 8	9 10
	5 ditto, 145½, 8½	12 37
	5 pieces print Eng., 153½, 10½	16 12
	1 white flan'l, 25⅜, 57½	14 73
	1 ditto, 32, 18⅓	5 92
182	1 ditto, 35, 19	6 65
	1 ditto, 26¼, 30	9 88
	1 ditto, 23¾, 50	11 87
	1 red flannel, 46½, 26	12 09
	4 dozen child. wost. hose, 1 25	5 00
	1⅔ dozen col'd doyhis, 10*s*	2 08
	1½ ditto, 70	1 05
	1½ ditto, 6*s*	10 75
	1 bro. doyhis	80
	4 bro. m'no tablecloths, 40	1 60
	10 ditto, 3*s*	4 17
	1 piece hak'b'k, 51, 8	4 08
	1 ditto, 49, 10	4 90
	1 bro. Holland, 26½, 15	3 98
	1 blea. Holland, 25½, 21	5 36
	1 piece cot. tab. diap., 43, 15	6 45
	1 blea. drill, 38¼, 9½	3 63
	1 dozen pst. board, 50	1 50
	3 lots grey cloth, 26¾, 70	18 73
	1 strip satinet, 21, 16	3 36
	1 sat. cass., 15, 52½	7 88
	1 ditto, 37, 32½	12 02
	1 blea. sat., 25, 5*s*	15 63
	1 black D. S. cass., 5½, 15*s*	10 31
	1 twl'd, 26, 32½	8 45
	1 nankin, 30½, 15	4 58
	2 ditto, 59¼, 14	8 29
	5-12 dozen ladies' In. rub. mittens, $6 00	2 50
183	6-12 dozen gent's In. rub. mitten, $6 00	3 00
	1 dozen gent's In. rub. gloves	12 00
	½ dozen child. cot. gloves, 9*s*	56
	⅓ ditto, 20*s*	83
	3 2-12 ditto, 4*s*	1 58
	7-12 dozen lady's bl'k gloves, 60	35
	2-12 dozen lady's cott. gloves, 20*s*	46
	6-12 ditto, 15*s*	94
	4-12 ditto, 6*s*	25

	10-12 ditto, 21*s*	$2 19
	1 ditto, 18*s*	2 25
	2-12 ditto, 3 00	50
	8-12 ditto, 10*s*	83
	5-12 ditto, 12*s*	62
	1 3-12 dozen lady's spun silk, $3 00	3 75
	8-12 dozen ladies' spun silk gloves, 18*s*	1 50
	4-12 ditto, 20*s*	83
	5-12 dozen gent's cotton gloves, $3 50	1 46
	4-12 ditto, 15*s*	63
	1-12 ditto, 12*s*	13
	1 10-12 ditto, 9*s*	2 06
	1 dozen white Berlin gloves	95
	3 8-12 blue cot. gloves, 9*s*	4 13
	1 dozen lady's br'n hose, 8*s*	1 00
	2 ditto, 11*s*	2 75
	2 dozen grey rib'd hose, 10*s*	2 50
	1 dozen slate hose, 11*s*	1 38
	1 dozen had mix'd hose, 9*s*	1 12
184	1 ditto, 11*s*	1 38
	1 ditto, 13*s*	1 62
	1 dozen bl'k hose	1 20
	1 dozen white hose	1 00
	1 ditto, 18*s*	2 25
	7-12 ditto, 14*s*	1 02
	3-4 ditto, 20*s*	1 88
	1 ditto	2 00
	1 dozen mix'd cot. ½ hose	1 10
	1 ditto	1 25
	1 ditto	1 50
	1 dozen undressed hose	1 75
	12 pairs ladies' br'n cot. emb'd hose, end T, 58	6 96
	1 piece green Flor. silk, 17¾, 23	4 08
	1 piece d'k pink silk, 17½, 23	4 02
	1 piece orange silk, 29¼, 23½	6 88
	1 piece white Florence silk, 7, 2*s*	1 75
	1 piece fan silk, 28, 2*s*	7 00
	1 piece brown silk, 12½, 2*s*	3 13
	1 piece drab silk, 9¾, 2*s*	2 44
	1 ditto, 29½, 2*s*	7 38
	1 piece blue silk, 5, 2*s*	1 25
	1 ditto, 9⅜, 2*s*	2 34
	1 ditto, 5⅜, 2*s*	1 41
	1 piece green silk, 12½, 2*s*	3 12
	1 ditto, 8, 2*s*	2 00
	1 piece straw silk, 8¾, 2*s*	2 19
	1 piece cherry silk, 30½, 2*s*	7 63
185	1 ditto, 5¼, 2*s*	1 31
	1 piece pink silk, 7¼, 2*s*	1 81
	1 piece blue silk, 12¼, 2*s*	3 31
	1 piece straw silk, 15¼, 27½	4 19
	1 piece bl'k silk, 23½, 27½	6 46
	1 piece purple silk, 4¾, 28	1 33
	1 piece plaid silk, 9¼, 35	3 24
	1 ditto, 20⅜, 35	7 13
	1 ditto, 3⅛, 35	1 09

2 pieces bl'k satin ribbon, $1 07½		$2 15
1 ditto		1 30
5 pieces col'd satin ribbon, $1 25		6 25
4 ditto, $1 07½		4 30
2 ditto, $1 04		2 08
1 ditto		75
6 ditto, 66		3 96
3 yards col'd pat. ribbon, 50		1 50
5 ditto, 41		2 05
1 ditto, E. 4,045		85
4 ditto, 31		1 24
2 ditto, 32		64
2 yards bl'k tuff ribbon, 11*s*		2 75
1 ditto		1 04
1 ditto		66
1 ditto, 5*s*		63
3 ditto, 45		1 35
2 ditto, 32½		65
8 yards col'd tuff ribbon		2 32
186 4 ditto, 27½		1 10
1 ditto		45
4 ditto, 42		1 70
10 ditto, 40		4 00
1 ditto		65
2 ditto, 5*s*		1 25
1 ditto		25
2 ditto, 32		64
1 ditto		1 75
1 ditto		1 67
2 ditto, 1 00		2 00
5 ditto, 1 04		5 20
3 ditto, 66		1 98
3 dozen b'k and wh't wadding, 2*s*		75
3 cases, 4*s.*; dragge, 2*s*		1 75
		553 09

CHICAGO, *Feb'y* 22*d*, 1855.

1 piece camb. inserting, 9, 40	$3 60
1 ditto, 2½, 3*s*	94
1 ditto, 17½, 26	4 55
3 ditto, 21, 20	4 20
1 ditto, 14, 16½	2 31
1 ditto, 3½, 13	46
1 ditto, 10½, 12½	1 31
1 ditto, 8½, 10	85
1 ditto, 11½, 9	1 04
1 ditto, 12, 8	96
1 ditto, 18, 7	1 26
187 1 ditto, 18, 7	1 26
1 ditto, 15, 6	90
1 piece camb. edging, 12, 50	6 00
1 ditto, 8, 4*s.* 2	4 17
1 ditto, 4¼, 3*s*	1 59
1 ditto, 8, 30	2 40

	1 ditto, 9, 2*s*. 3	$2 03
	1 ditto, 12, 2*s*	3 00
	1 ditto, 3, 1*s*. 6	56
	2 ditto, 19, 15	2 85
	1 ditto, 15, 2*s*	1 88
	1 ditto, 15½, 10½	1 63
	1 ditto, 6, 10½	63
	1 ditto, 20, 9	1 80
	1 ditto, 36, 6¾	2 43
	3 bonn't ribbon, 36, 34	12 24
	1 ditto	3 50
	2 pieces bonn't ribbon, 20*s*	5 00
	1 ditto, 9*s*	1 13
	3 ditto, 18*s*	6 75
	2 ditto, 17*s*	4 25
	2 ditto, 16*s*	4 00
	1 ditto, 15*s*	1 88
	1 ditto	4 00
	2 ditto, 4 75	9 50
	4 ditto, 3 50	14 00
	1 ditto	3 25
	1 ditto	5 00
188	5 ditto, 4 00	20 00
	1 ditto	4 50
	1 ditto	4 75
	2 ditto, 2 00	4 00
	3 ditto, 14*s*	5 25
	5 ditto, 13*s*	8 13
	6 ditto, 12*s*	9 00
	1 ditto, 10*s*	1 25
	1 ditto, 8*s*. 6	1 06
	1 ditto	85
	1 plaid trim'ng, 8*s*	7 00
	10 polka trim'ng, 92½	9 25
	1 ditto	40
	3 st'p'd trim'ng, 90	2 70
	6 ditto, 3*s*	2 25
	7 ditto, 50	3 50
	1 bl'k s'lk fringe, 1 dz., 4 00	6 00
	1 bro. s'lk fringe, 1 dz., 6 00	6 00
	6 pieces L. silk fring., 18 dz., 8*s*	18 00
	1 silk galloon, 1½, 4*s*	75
	2 ditto, 36 y'ds, 6	2 16
	3 ditto, 2 11-12, 3*s*	1 09
	1 ditto, 21 11-12, 1*s*. 2	3 06
	1 ditto, 12, 23	2 76
	1 ditto, 18, 1*s*. 3	2 81
	1 ditto, 21, 1*s*. 2	3 06
	1 ditto, 24, 1*s*. 3	3 75
	2 ditto, 20¾, 23½	4 88
189	1 ditto, 12 y'ds	3 50
	1 ditto	3 00
	4 ditto, 10*s*	5 00
	4 ditto, 80	3 20
	5 mor. antique fig. rib., $3 04	15 00
	2 fring. trim. fig. rib., 24, 1*s*. 12	3 50

	1 ditto	$2 00
	1 ditto, 18s	6 75
	2 fring. satin fig. rib., 18s	4 50
	2 bl'k cot. vel., 12s	3 00
	4 col'd cot. vel., rib., 8s	4 00
	1 gimp, 3 dz., 3s	1 13
	1 ditto, 3, 5s	1 87
	1 ditto, 3, 4s	1 50
	1 ditto, 12 y'ds, 10	1 20
	1 gauze trim. ribbon, 12¼, 1s	1 50
	2 ditto, 24, 14	3 36
	1 wh'te trim. ribbon, 36, 11	3 96
	2 pieces silk braid, 55	1 10
	1 piece pl'n silk braid	35
	1 piece trim. rib., 18, 14	2 52
	1 ditto, 12, 2s. 6	3 75
	1 ditto, 18, 11	1 98
	2 ditto, 36, 8	2 88
	1 ditto, 18, 6	1 08
	1 piece bullion f., 21½, 7	1 51
	2 ditto, 6 dz., 50	3 00
	1 ditto, 3 dz., 8s	3 00
190	1 piece Irish linen, 13 y'ds, 60	7 80
	3 dozen nightcaps, 2s	75
	6 7-12 dozen Lisle th'd purses, 3s. 6	2 88
	11 11-12 ditto, 4s	5 96
	1 piece wht. cam. fringe	76
	1 ditto	92
	4 ditto, 8s	4 00
	1 ditto	1 25
	1 ditto	1 02
	2 ditto, 9s	2 25
	1 ditto, 9s	1 13
	1 ditto	1 33
	9 ditto, 12s	13 50
	2 ditto, 14s	3 50
	1 ditto	1 17
	1 ditto	1 84
	1 ditto	1 68
	2 ditto, 1 60	3 20
	1 wht. curtain fringe	1 43
	1 piece wht curt. fring	1 07
	1 gro. r'nd stay laces, 5s	63
	12 gro. shoe laces, 1s. 6	2 25
	4 pk. bp. pins, 60	2 40
	2 ditto, 65	1 30
	2 pk. morning pins, 30	60
	1 lb. bl'k s'lk th'd	1 20
	2 ditto, 80	1 61
	2 ditto, 78	1 56
191	1 lb. ass. col'd th'd	90
	20 doz. ass. col'd p. th'd, 5	1 00
	4 doz. bl'k cot. L., 50	2 00
	1 gent's double Lisle	4 50
	2 bl'k stay bind., 38	76
	2 ditto, 33	66

	5 p's German edging, 10	$0 50
	7 doz. bob. footing, 6¼	44
	2 p's im. Honiton cot. edg., 24, 20	4 80
	1 ditto, 12*s*	1 50
	1 ditto, 12, 8	96
	2 ditto, 36, 7½	2 70
	1 ditto, 24¼, 4½	1 08
	1 s. ditto, 24, 5½	1 32
	1 ditto, 24, 4	96
	2 ditto, 92, 4	2 88
	1 cotton, ditto, 24, 3½	84
	2 ditto, 48, 3	1 44
	8 Saxony and cot. th'd, 228, 2½	5 70
	8 p's Saxony th'd and cot. edg., 300, 2	6 00
	4 ditto, 180, 1¼	2 25
	12 s'lk ser. braid, 30	3 60
	9 doz. worst. fine do., 3*s*	3 38
	1 p's bl'k a. w. delaine, 40⅞, 31	12 67
	1 ditto, 20, 42½	8 50
	1 blue ditto, 20, 39	9 80
	1 tan ditto, 16¼, 3*s*. 3	6 60
	5 ass'd col's, 90, 42½	38 25
192	2 ditto, 40¼, 40	16 10
	2 ditto, 22¾, 45	10 24
	2 ditto, 16¾, 50	8 38
	1 ditto, 14⅛, 36	5 09
	6 ditto, 128⅞, 3*s*	48 33
	1 bl'k fig'd merino, 35¾, 2*s*	8 94
	1 wh't ditto, 36¾, 2*s*	9 19
	6 royal Valencia sk't'g, 133¾, 20½	27 42
	1 plain Turkey red, 21½, 21	4 52
	1 fig'd ditto, 31, 21	6 51
	1 wh't dimity, 45, 16	7 20
	1 worst. sage, 28, 26½	7 42
	1 ditto, 25¾, 22	5 67
	1 ditto, 25½, 33	8 42
	1 ditto, 12¼, 32½	3 98
	4 ditto, 63¾, 25	15 94
	1 star. sheeting, 37¾, 6¼	2 36
	1 bl'k t. satin, 9½, 140	13 30
	1 pink alpacca, 19, 26	4 94
	1 p's pink alpacca, 22, 11	11 00
	1 ditto, 13¼, 75	9 94
	1 raw silk, 10½, 75	7 88
	1 scarlet cashmere, 2¾, 70	1 93
	1 scarlet raw silk, 2½, 75	1 88
	1 drab alpacca, 4, 4*s*	2 00
	1 drab flan'l, 12¼, 4*s*	6 13
	115 doz. dress buttons, 1*s*. 4	19 17
	8 pair long lace mitts, 5*s*	5 00
193	12 gro. p. m. vest buttons, 16	1 92
	10 ditto, rpt. coat ditto, 60	6 00
	9 lb. wh't bro. th'd, 30	2 70
	15 gro. last. c't butt., 43	6 45
	4 ditto, 40	1 60

4 metal ditto, 5*s*	$2 50
3 ditto, 65	1 95
4 ditto, 42	1 68
1 ditto, 6*s*	75
17 enamel'd, 4*s*	3 50
6 yths metal ditto, 44	2 64
2 ditto, 42	84
2 ditto, 35	70
1 pack'g b'x	1 00
	861 78

CHICAGO, *Mar.* 1*st*, 1855.

	2 p's per. delaine, 22½, 30	$6 75
	1 ditto, 14, 25	3 50
	1 check ditto, 19¾, 22	4 36
	3 ditto, 53½, 21	11 24
	13 morest delaine, 287, 20	57 40
	2 ditto, 36¾, 1*s*. 6	6 89
	5 ditto, 70, 18	12 60
	7 ditto, 140¼, 17	23 84
	11 ditto, 279½, 16	44 72
	1 ditto, 35, 15½	5 43
	6 ditto, 109, 15	16 35
	2 ditto, 57, 14	7 98
194	17 ditto, 434¼, 12½	54 28
	1 ditto, 15¼, 11¼	1 76
	4 ditto, 97, 10½	10 18
	1 remnants, 3, 20½	62
	1 ditto, 5¾, 27½	1 58
	3 ditto, 12, 19	2 28
	1 ditto, 3¾, 18½	69
	2 ditto, 11, 16	1 76
	1 ditto, 6, 1*s*	75
	2 ditto, 12, 30	3 60
	40 ditto, 179¼, 20	35 83
	1 ditto, 7, 15	1 05
	3 ditto, 12¾, 16½	2 10
	3 ditto, 5½, 22	1 21
	1 ditto, 3¾, 23½	88
	13 ditto, 54¾, 17	9 31
	1 remnants, 5¼, 11	58
	1 ditto, 6¼, 16	1 00
	1 ditto, 7, 16	1 12
	11 ditto, 45¾, 18	8 24
	10 ditto, 42¼ 1*s*. 6	7 92
	2 ditto, 5¼, 19½	1 03
	11 ditto, 55¼, 1*s*	6 91
	6 ditto, 25, 19½	4 38
	7 ditto, 27¾, 21	5 83
	4 ditto, 16½, 2*s*	4 13
	1 ditto, 6, 31¼	1 88
	2 ditto, 4¾, 3*s*	1 78
195	1 ditto, 3, 65	1 95
	1 p's bl'k alpacca, 9½, 10	95

2 ditto, 57¼, 1*s*	$7	16
2 ditto, 18, 17	3	06
2 ditto, 26½, 1*s*. 6	4	97
2 ditto, 27¾, 20	5	55
1 ditto, 3¼, 2*s*. 6	1	02
1 ditto, 17, 33	5	61
1 ditto, 15½, 48	7	44
1 ditto, 15¾, 57½	9	06
2 ditto, 29¼, 67½	19	75
3 ditto, 24½, 3*s*	9	19
1 ditto, 10¼, 25	2	56
4 col'd brocade, 55¾, 2*s*. 6	17	42
1 ditto, 28¼, 33	9	32
4 ditto, 77¾, 35	27	21
1 p's col'd bro. alpacca, 27, 38	10	26
1 ditto, 28¼, 37½	10	59
1 p's st'kd alpacca, 7¼, 60	4	35
1 p's ch'k alpacca, 22, 44	9	68
1 satin st'pd alpacca, 2¾, 2*s*		69
1 shady st'pd. Eng. merino, 6, 65	3	90
1 ditto, 13, 50	6	50
1 bro. ditto, 5½, 2*s*. 6	1	71
2 cl'k ditto, 21¼, 17	3	61
1 ditto, 28¼, 25	7	06
1 ditto, 7½, 23	1	73
1 ditto, 21½, 3*s*	8	06
196 1 ditto, 15, 26½	3	98
1 plain changeable merino, 30¼, 35	10	59
1 ditto, 5¼, 40	2	10
2 ditto, 19½, 28	5	46
1 ditto, 3½, 27½		97
2 sheeting to line, 47, 6¾	3	17
1 ditto, 29, 6¼	1	81
1 French prints, 6, 1*s*. 6	1	13
1 ditto, 10½, 20	2	10
1 ditto, 18, 6½	2	97
1 P. A. & Son's print, 25, 12½	3	13
1 gingham, 14¾, 20	2	95
1 French prints, 16, 16	2	56
1 ditto, 4¾, 16½		78
1 ditto, 10, 1*s*. 6	1	88
1 ditto, 9½, 11½	1	09
3 p's French prints, 34½, 12½	4	31
1 ditto, 11½, 15	1	73
2 ditto, 100¾, 15½	15	61
2 ditto, 20¼, 16	3	24
1 ditto, 4¼, 16½		70
4 ditto, 64¼, 17	10	92
9 ditto, 88½, 18¾	16	59
5 ditto, 79, 20	15	80
1 ditto, 14, 21	2	94
6 ditto, 123¾, 25	30	94
1 ditto, 7½, 3*s*	2	81
1 chambray gingham, 26½, 18	4	77
197 2 ditto, 7¾, 18¾	1	45
1 ditto, 13, 19	2	47

	6 ditto, 100, 20	$20 00
	1 ditto, 20, 21	4 20
	1 ditto, 14¾, 25	6 69
	1 sheeting to line, 25, 6¼	1 56
	2½ dozen metal pocket combs, 3s	94
	1 p's raw silk, 12, 33	3 96
	1 ditto, 12, 57	6 84
	1 ditto, 9¼, 3s	3 47
	1 gala plaid, 1¾, 5s	1 09
	1 ditto, 3¾, 2s. 6	1 18
	1 ditto, 3½, 55	1 92
	1 ditto, 24¾, 55	13 61
	1 ditto, 47½, 22½	10 69
	1 ditto, 44¾, 25	11 19
	1 ditto, 37, 27	9 99
	1 p's. gala plaid, 31½, 30	9 45
	1 ditto, 16¼, 4s	8 13
	1 ditto, 37, 25	9 25
	1 ditto, 34, 40	13 80
	1 ditto, 26¾, 3s	10 03
	1 silk and worsted plaid, 36½, 70	25 55
	1 brocade, 24, 40	9 60
	1 de berge, 10, 25	2 50
	1 ditto, 58¼, 25	14 63
	4 dozen net cuffs, 2s. 6	1 25
198	6 linen tab. cloths, 14s	10 50
	6 8 by 10 snow drop cloths, 225	13 50
	8 10 by 10 damask cloths, 12s	12 00
	1 piece sheeting to line, 30½, 6¼	1 91
	1 dozen mixed cotton hose, 13s	1 63
	1 ditto, 20s	2 50
	1 piece Irish linen, 14, 45	6 30
	1 ditto, 14, 40	5 60
	12 wool long shaws, $2 00	24 00
	1 piece English tablecloth, 2½, 70	1 75
	1 ditto, 1¾, 70¼	1 23
	1 piece jean, 36¾, 10½	3 86
	1 ditto, 38, 9¾	3 71
	23 muslin collars, 90	20 70
	2 ditto, 11s	2 75
	2 ditto, 12s	3 00
	1 ditto	2 50
	1 ditto	3 00
	1 muslin collar	3 50
	1 sett color and s	50
	1 piece f'cy cass., 7¾, 6s	5 81
	1 grey cloth, 13⅜, 13s	21 74
	1 fancy cass., 23½, 58	13 63
	1 satinet, 17½, 16	2 80
	1 gambroon, 15½, 30	4 65
	1 satinett, 37, 32½	12 03
	1 ditto, 37¼, 32½	12 11
	1 sheep gray, 23¼, 44	10 23
199	1 arctic cass, 34, 24	8 16
	1 Amosk'g cass. 38¾, 26	10 08
	1 K'y jean, 44½, 25	11 13

1	sheeting to line, 37⅜, 6¼	$2 36
4	cambric und. sleeves, 47	1 88
2	ditto, 40	80
12	ditto, 3*s*	4 50
7	ditto, 2*s*	1 75
2	ditto, 14*s*	3 50
2	ditto, $2 12½	4 25
7	ditto, $2 50	16 10
2	ditto, $3 25	6 50
1	ditto	1 50
1	ditto	2 00
3	lace sleeves, 9*s*	3 38
2	ditto, 10*s*	2 50
2	ditto, 8*s*	2 00
2	ditto, 7*s*	1 75
1	chemizette	2 25
1	ditto	3 85
1	ditto	1 13
1	ditto	1 85
1	ditto	1 13
1	ditto	2 25
1	ditto	3 75
1	sett chemizette and sleeves	6 50
	3 ditto, $2 75	8 25
200	1 muslin collar	93
	3 dozen black wadding, 2*s*	75
6	cases, 4*s*	3 00
	Drayage	25
		1,261 06

CHICAGO, *March 13th*, 1855.

3	pieces pilgrim drill, 123, 8	$9 84
1	dozen ladies' ribbed cotton hose, 10*s*	1 25
1	ditto, slate, 18*s*	2 25
1	ditto, 14*s*	1 75
1	ditto	3 00
2	ditto, $1 38	2 76
2	mixed cotton ½ hose, 10*s*	2 50
4	child clouded hose, 10*s*	5 00
1	damask napkins, 22*s*	2 75
1	ditto, 20*s*	2 50
1	ditto, 15*s*	1 88
1	ditto 16*s*	2 00
1	ditto, 12*s*	1 50
4	damask napkins, 20	4 80
1	piece denims, 41, 10½	4 31
1	hickory stripe, 34, 10½	3 57
3	fine unbl'd water twist, 104¾, 10	10 48
6	Great Falls, 203¾, 9½	19 35
4	Kenebec, 151, 9½	14 35
5	Waterford, 170¾, 8½	14 51
2	Agawam bleach, 87¼, 12	10 53
2	F. & P. bleach, 79, 10¾	8 49

201	2 Mt. Washington, 80, 10	$8 00
	2 Westchester, 65½, 9	5 90
2	Lowell, 67½, 8½	5 74
3	Richmond B., 104½, 6¾	7 05
2	plaid muslin, 101¾, 20	20 35
1	Swiss lawn, 24½, 17½	4 29
1	ditto, 24½, 16½	3 96
6	print muslin, 117¾, 14	16 49
2	print lawn, 74, 12½	9 25
1	ditto, 32, 12	3 84
4	ditto, 90¼, 10½	9 47
8	ditto, 10¼, 10	10 10
4	ditto, 102, 9	9 18
3	ditto, 69¼, 8	5 54
12	ditto, 291½, 8½	24 78
16	ditto, 606¼, 7½	30 47
22	si'k fancy braid, 30	6 60
2	dozen Valencia im. edging, 1 20	2 40
1	ditto, 10*s*. 6	1 31
2	ditto, 1 50	3 00
6-7	pairs blue silk p't hdkfs., 2 00	1 71
7	pairs orange purple hdkfs., 36	2 52
6-7	pairs silk hdkfs., 2 25	1 93
5	ditto, 5*s*	3 23
6	ditto, 65	3 90
1	ditto	2 25
	6 ditto, 36	2 16
202	4 silk emb'd'y braid, 50	2 00
	3 Clark Mills sh't'g, 1 00, 8¼	8 25
1	Pearl River sh't'g, 31¼, 7½	2 27
1	Gold River sh't'g, 25¾, 6¾	1 73
2	boxes, 6*s*	1 00
	Drayage	20
		350 24

CHICAGO, *March 29th*, 1855.

3	gro. knitting pins, 50.	$1 50
6	dozen soap, 22	1 32
3	dozen walnut oil soap, 37½	1 13
3	doz. transparent soap, 40	1 20
2	gro. lead pencils, 40	80
2	Luther brushes, 37½	75
1	ditto, 11*s*	1 38
3	box wafers, 28	84
5	lb. sealingwax, 3*s*. 6	1 94
½	German look. glasses, 7*s*	44
1	snuff boxes	69
1	dozen tobacco boxes	81
11-12	dozen hair brushes, 3 00	2 75
2	dozen cloth brushes, 2 00	4 00
3	3-12 zinc mirrors, 28	91
4	dressing combs, 27½	1 10
4	ditto, 32½	1 30
1	piece bar'd muslin, 10, 15	1 50

1 ditto, 11¼, 24		$2 70
1 ditto, 16, 30		4 80
203 1 Selicia, 49, 14½		7 14
5 bro. lin. tabl. cloths, 40		2 00
1 piece diaper		1 40
1 ditto		1 25
1 ditto		1 05
1 piece paper muslin, 20, 10		2 00
1 hukakub diaper, 58½, 19		11 12
1 Ripka cott. de, 30, 15		4 50
2 bl'k silk cravats, 1 00		2 00
1 ditto, 7*s*		88
1 th. needles, 13*s*		1 63
1 ditto, 14*s*		1 75
2 ditto, 4*s*		1 00
1 piece print, 42, 5¼		2 21
1 ditto, 37, 6		2 22
15 ditto, 555¼, 7		38 87
1 ditto, 36¼, 7½		2 72
2 ditto, 71¾, 8		5 74
2 pieces sheeting, 35¾, 6¼		2 24
½ piece bl'k vel. ribbon, 2 35		1 18
3 lb. wrap. twine, 20		60
8 gro. wood. pkt. combs, 20		1 60
10 pieces print, 361½, 7		25 31
1 box, 4*s*		50
		152 77

CHICAGO, *May 14th*, 1855.

3 pieces River drill., 104¾, 30		$3 43
4 Ripka st'p, 134½, 17½		24 21
1 Elmwood plaid, 35¾, 22½		8 04
204 1 Metamora st'p, 30, 17½		5 25
1 Caspian plaid, 27¼, 17½		4 77
2 antique cass., 72, 18		12 96
2 Red Bank cass., 74, 22½		16 65
1 Fern cass., 33, 32½		10 73
1 summer cass., 39, 24		9 36
1 bl'k hank cass., 36¾, 37½		13 78
1 rose cass., 39½, 25		9 87
2 Rapahan. cass., 87, 18¾		16 31
2 York Mill cass., 66, 17½		11 55
1 Atlantic cass., 46, 15		6 90
2 Melrose D., 85¼, 10½		8 95
2 Eagle D., 84¾, 9½		8 05
2 Webster D., 82¾, 9		7 45
2 blue drill., 87¼, 9		7 85
2 Uncas sp't, 69, 9½		6 55
2 ditto, 68¾, 9		6 19
2 Wht. Rock bleach., 79¾, 15		11 96
2 York Mills, 69¾, 15		10 46
2 S. Mills, 82, 10½		8 61
2 Lancaster, 73½, 9		6 62
1 Langdon, 34⅜, 9		3 13

1 Arctic, $52\frac{1}{2}$, $8\frac{1}{2}$		$4 46
1 Lowell, $30\frac{1}{4}$, $8\frac{1}{2}$		2 57
6 Patterson, 212, $8\frac{1}{2}$		18 02
3 Richmond, $102\frac{1}{4}$, $6\frac{3}{4}$		6 90
1 hand. blea. fl'nel, 32, 10		3 20
	1 Kenebec ap'r c'k, $54\frac{1}{4}$, $14\frac{1}{2}$	7 87
205	1 b'k gingham, 40, 20	8 00
	1 ch'k gingham, $42\frac{1}{2}$, 15	6 08
1 pl'd gingham, 40, 19		7 60
1 ditto, $41\frac{1}{2}$, 14		5 83
3 ditto, 140, $12\frac{1}{2}$		17 50
1 plain gingham, 40, 12		4 80
1 Machuset cott'de, $31\frac{3}{4}$, 11		3 49
1 gala. plaid, $38\frac{1}{2}$, $10\frac{1}{2}$		4 01
3 lam. ging., $10\frac{3}{4}$, 10		10 30
4 print, $124\frac{1}{2}$, $10\frac{1}{2}$		13 07
2 ditto, $69\frac{1}{2}$, 10		6 95
3 ditto, 104, $9\frac{1}{2}$		9 88
5 ditto, $166\frac{1}{2}$, 7		11 65
3 ditto, $120\frac{1}{2}$, $6\frac{1}{4}$		7 53
1 ditto, 37, 6		2 22
1 ditto, $32\frac{1}{2}$, 9		2 93
1 linen damask, 20, 100		20 00
1 bird's eye damask, 15, 22		3 30
3 dozen linen towels, 2 25		6 75
3 ditto, 2 00		6 00
3 ditto, 1 75		4 25
3 ditto, 1 $37\frac{1}{2}$		4 13
1 ditto		2 25
2 pieces Georg'a nankeen, 1 25		2 50
2 pieces cord., $90\frac{3}{4}$, $7\frac{3}{4}$		7 03
1 ditto, $35\frac{1}{2}$, 9		3 20
	2 plaid tissue, $21\frac{1}{2}$, 45	9 68
206	2 ditto, $22\frac{1}{2}$, $27\frac{1}{2}$	6 19
	2 challie berage, 72, 15	10 80
1 ditto, $34\frac{1}{2}$, 14		4 83
1 P. C., 27, 18		4 86
1 ditto, 36, $22\frac{1}{2}$		8 10
2 print jackonetts, 104, 16		16 64
1 ditto, $53\frac{3}{4}$, 15		8 06
1 silk poplin, $29\frac{1}{2}$, 37		11 06
1 pink stp. chambray, 30, $22\frac{1}{2}$		6 75
1 blue chambray, $30\frac{1}{2}$, 20		6 10
2 plaid poplin, $39\frac{3}{4}$, 20		11 93
1 table linen, 19, $47\frac{1}{2}$		9 02
12 lawn, $226\frac{1}{4}$, $7\frac{1}{2}$		24 47
1 sheet'g to line, $39\frac{3}{4}$, 8		3 18
3 lawn, $72\frac{1}{4}$, 8		5 78
2 ditto, 47, $8\frac{1}{2}$		4 00
5 ditto, $74\frac{1}{2}$, $10\frac{1}{2}$		7 82
1 ditto, $24\frac{1}{2}$, 11		2 70
3 ditto, $36\frac{1}{2}$, 12		4 38
7 lawn, $88\frac{1}{4}$, $12\frac{1}{2}$		11 03
1 ditto, $7\frac{3}{4}$, $12\frac{1}{2}$		1 05
7 ditto, 141, 14		19 74
4 ditto, 62, 15		9 30

2 ditto, 21, 18		$3 78
1 ditto, 10, 25		2 50
1 ditto, 9¾, 10		98
2 Swiss gingham, 59, 17½		10 33
	1 dotted Swiss, 10, 12	1 20
207	1 ditto, 10, 15	1 50
	1 ditto, 10, 18	1 80
1 tissue, 11, 25		2 75
1 ditto, 10½, 26		2 73
2 berage de laine, 20, 18½		3 70
1 bl'k silk, 84¾, $1 27½		108 06
1 ditto, 78½, 97½		76 54
1 ditto, 34½, $1 12½		36 81
28 dozen Coats's th'd, 47½		13 30
1 Lane fine unbl'd, 34¾, 10		3 48
3 curtain muslin, 36, 23		8 28
1 ditto, 9, 20		1 80
1 ditto, 12, 17½		2 10
2 ditto, 24, 13½		3 24
2 ditto, 21, 27		5 67
2 ditto, 21, 32		6 72
2 ditto, 24, 30		7 20
1 fine linen lawn, 9¾, $1 12½		10 97
3 ribbon, 28¾, 25		7 19
1 ribbon, 11, 2s. 4		3 21
1 ditto, 6¼, 75		4 69
1 ditto, 11, 6s. 8		19 47
3 ditto, $1 25		3 75
1 white mos. rib		4 50
1 ditto		3 50
3 col'd rib., $3 50		10 50
2 shaded rib., $3 00		6 00
	1 pink rib	2 25
208	10 rib. trim'g, $1 40	14 00
	6 ditto, $2 00	12 00
4 ditto, $2 00		8 00
1 pair shell side combs		29
2 ditto, 25		50
2 tuck combs, 1s. 8		42
3 pieces trim'g braid, 27½		83
50 ska. silk floss, 3		1 50
8 pieces mot. edge, 108½, 27		29 84
2 cambric edge, 12, 75		9 00
1 dozen lad. col'd kid gloves		8 50
1 linen floss, 5s		63
1 velvet port-mon., 75		75
1 shell puff combs		55
1 bl'k silk shawl		8 00
2 crape shawls, $6 00		12 00
1 ditto		12 00
1 ditto		5 50
2 ditto, $8 50		17 00
1 French w. collars, $1 75		21 00
12 ditto, 75		9 00
3 ditto, $1 87½		5 62

3 ditto, $1 00		$3 00
3 ditto, 85		2 55
6 ditto, 37½		2 25
60 jaconet collars, 15		9 00
48 ditto, 10		4 80
2 dozen lin. h'dk'fs, $2 50		5 00
209 2 ditto, $1 75		3 50
3 ditto, 75		2 25
2 ditto, $2 00		4 00
3 ditto, $1 20		3 60
1 ditto, $2 75		2 75
3 ditto, $3 25		9 75
1 col'd bord. h'dk'f		3 00
2 ditto, $2 25		4 50
1 ditto		2 75
1 ditto		7 00
1 ditto		4 50
3 b'ck common cord, 30		90
4 fancy cravats, $1 00		4 00
2 ditto, $1 50		3 00
1 ditto		2 00
3 12 dozen bl'k silk cravats, $17 00		4 25
1 ditto		10 50
1 ditto		14 50
1 ditto		9 00
16 pieces chang. silk, 323½, 43½		97 32
2 embroy'd table sp'd, $1 62½		3 25
1 printed table sp'd		85
6 grass cloth sk'ts, 75		4 50
1 trunk, 18s., and 2 straps, 2s		2 75
11 pieces India silk, 205¾, 50		102 88
2 pieces lin. h'k'fs, $3 50		7 00
7 silk h'k'fs, 47		3 29
43 cotton flag h'k'fs, 12½		5 38
210 1 green vail		46
1 brown vail		41
4 green vails, 37¾		1 50
1 ditto, 2s. 8		33
1 piece grass cloth		5 00
12 emb'd u. sleaves, 87½		10 50
10 ditto, 50		5 00
10 ditto, 12½		1 25
3 emb'd lace sleaves, $1 20		3 00
1 dozen muz. h'dk'fs		10 50
6 emb'd hem-st'ch h'dk'fs, $1 25		7 50
2 ditto, $1 50		3 00
1 emb'd handk		3 00
1 ditto		4 25
1 ditto		4 37
1 ditto		2 87
1 ditto		7 00
3 ditto, $2 50		7 50
1 ditto		1 75
1 emb'd h'dk'f		1 63
10 F'ch worked collars, 45		4 50
10 ditto, 40		4 00

	10 ditto, 50	$5 00
	10 ditto, 8s. 6	10 63
	10 ditto, 30	3 00
	2 ditto, 75	1 50
	1 ditto	80
	3 ditto, 65	1 95
211	10 ditto, 60	6 00
	3 ditto, 22½	68
	3 ditto, 37½	1 12
	3 ditto, 20	60
	2 gross pant buttons, 2s. 2	54
	1 ditto, 1s. 4	17
	1 ditto, 6	06
	6 ditto, 11	66
	14 dozen col'd spool cotton, 11½	1 61
	1 sett coat buttons	45
	1 ditto	33
	2 boxes belt cord, 12½	25
	1 black pins	70
	2 ditto, 65	1 30
	2 ditto, 55	1 10
	1 ditto	5
	2 sewing birds, 62½	1 25
	2 ditto, 2s. 6	63
	5 8-12 dozen coat buttons, 1s. 6	1 06
	1 gross coat buttons	33
	3 5-12 snrk. p'l buttons, 1 00	29
	1 sett vest buttons	50
	3 boxes button rings, 7½	23
	2 lots knitt cotton, 69	1 38
	10-12 gross metal dress button, 65	54
	9½ ditto, 87½	70
	1 ditto, 2s. 4	29
	30 dozen silk dress buttons, 7	2 19
212	1 ditto	1 00
	4 cends linen buttons, 12½	50
	1 gross metal vest buttons	1 25
	1 ditto	1 00
	10-12 ditto, 1 00	83
	1 gross pearl vest buttons	39
	2 ditto, 37½	75
	1 ditto	50
	1 ditto	55
	1 ditto	30
	1 g't gross agate buttons	75
	3 ditto, 9	27
	2 dozen black stag brid'g, 27	54
	2 drab stag brid'g, 30	60
	6 ivory combs, 60	3 60
	1 ditto	1 50
	1 ditto	1 56
	6 dress buttons, 10	60
	1 pair m'ng satin, 38¾, 70	27 13
	1 dozen black L'tha velv., 19s	2 38
	24 yards lace edging, 30	7 20
	24 ditto, 22½	5 40

1 piece lace edging, 32, 95		$30 40
1 pink bon. cord, 7¼, 25		1 81
1 blue bon. cord, 11, 25		2 75
1 white bon. cord, 9½, 21½		2 04
1 India book 16, 33		5 28
1 fig'd lace 10, 25		2 50
213 1 ditto, 8, 22		1 76
1 ditto, 7, 40		2 80
1 ditto, 9¾, 40		3 90
1 ditto, 10, 36		3 60
1 ditto, 10, 18		1 80
1 ditto, 9, 21		1 89
1 ditto, 10, 21		2 10
1 ditto, 9, 70		6 30
1 jaconet camb., 20, 35		7 00
1 ditto, 19, 21		3 99
1 ditto, 20, 16		3 20
1 ditto, 20, 12½		2 50
1 ditto, 20, 16		3 20
1 trunk, 18s., and 2 st'p, 2s.		2 75
3 boxes, 8s.		3 00
1 p's Phil. apr'n c'k, 56, 14½		8 15
Drayage		25
		1, 900 30

Chicago, *May* 16*th*, 1855.

2 bonnets, $1 75	$3 50
2 ditto, $1 50	3 00
2 ditto, $1 25	2 50
2 ditto, $1 25	2 50
4 ditto, $1 12½	4 50
4 ditto, 95	3 80
13 ditto, 87½	11 38
6 ditto, 80	4 80
14 ditto, 75	10 50
214 3 ditto, 70	2 10
7 ditto, 65	4 55
6 ditto, 45	2 70
3 ditto, $2 50	7 50
3 ditto, 35	1 05
5 ditto, 50	2 50
3 ditto, 22½	68
7 ditto, 55	3 85
2 ditto, 40	80
3 ditto, 80	2 40
3 ditto, 65	1 95
3 ditto, 42	1 26
5 m'ng bonnets, 45	2 25
2 ditto, $2 00	4 00
1 dozen lad. Lise gloves	2 25
4 ditto, $2 00	8 00
1 ditto, $3 00	3 00
1 gent's silk gloves	3 75
4 ditto, $2 12½	8 50

	1 dozen gent's m'x'd gloves	$3 75
	1 dozen gent's p't Union gloves	4 00
	2 lace mitts, Union, $2 75	5 50
	9-12 ditto, $3 50	2 63
	1 ditto	4 00
	1 ditto	3 75
	7-12 ditto, $8 75	5 10
	1 lace mitts, 3*s.* 8	46
	1 p'r lace mitts	21
215	10-12, p'r lad. wh't silk gloves	5 42
	2 p'r razor strops	3 50
	1 ditto	3 25
	2 l't whalebone	1 10
	1 dozen iv'y G	1 25
	1 port-mon	1 00
	1 ditto	1 25
	1 ditto	2 13
	3 ditto, 2*s.* 10	94
	3 ditto, 2*s.* 10	1 06
	2 ditto, 87½	1 75
	3 ditto, 62½	1 88
	3 puff combs, 72	2 16
	3 boxes H. pins, 37½	1 13
	2 lbs. H. pins, 20	40
	1 dozen toilet pins	70
	1 ditto	65
	3 dozen boxes English pins, 6*s.* 4	2 37
	4 l't solid-head pins, 50	2 00
	1 In. rub. bon. comb	3 25
	1 gro. thimbles	1 25
	1 bl'k silk, 30	12 00
	6-12 dozen lad. white cot. hose, $2 37½	1 19
	1 ditto	1 75
	1 dozen m'x'd cot. hose	2 50
	10-12 ditto, $3 00	2 50
	2 dozen bro. cot. hose, $1 38	2 76
	10-12 dozen sud. grey ribbon, $1 25	1 04
216	11-12 child hose, $1 10	1 01
	10-12 ditto, $1 80	1 50
	2-12 ditto, $1 25	21
	3-12 ditto, $1 37½	54
	11-12 gent's cot. ½ hose, $2 25	2 06
	8-12 ditto, $1 87½	1 25
	11-12 gent's m'x'd hose, $1 10	1 01
	1 gent's bro. hose,	1 06
	1 11-12 ditto, $1 75	3 35
	1 ditto	1 25
	2 p'k't books, $1 00	2 00
	4 ditto, 43	1 72
	6 dress'g combs, 31¼	1 88
	6 ditto, 57	3 42
	6 ditto, 25	1 50
	5 back combs, 87½	4 38
	6 ditto, 62½	3 75
	6 ditto, 46	2 76
	4 fancy sets stamps, 12½	50

3 dozen key rings, 34		$1 02
1 dozen han'k'k combs		75
2 ditto, 62½		1 25
2 im. shell combs, 37½		75
12 side combs, 23		7 76
6 ditto, 22		1 32
6 gross thimbles, $1 50		9 00
1 ditto		1 25
	1½ dozen elastics, $1 37½	1 06
217	6 ditto, 46	2 76
	2 ditto, 62½	1 25
6 gross knit. pins, 20		1 20
3 gross pant buttons, 18¾		56
6 dozen steel chains, 34		2 04
2 gross pearl buttons, 85		1 70
2 ditto, 90		1 80
1 ditto		95
3 2-12 dozen fans, 87½		2 77
¼ dozen steel beads, $5 00		1 25
1 dozen eye goggles		2 50
12 gross steel rings, 14		1 68
½ gross harps, $1 00		50
1 gross penholders		80
2 dozen box wafers, 27		54
1 ditto		28
1 gross lead pencils, 9s		1 13
1 ditto		40
9-12 gross carpent. pencils, $3 75		2 81
2 dozen razors, $3 25		6 50
3 dozen soap, 62½		1 88
1 1-12 dozen tobacco boxes, 81¼		88
1 11-12 ditto, 5s. 6		1 32
9-12 ditto, $1 00		75
1 snuff box		40
1 ditto, 62½		63
12 carpenter's lines, job, 25		3 00
	1 ivory comb, 2nd	25
218	1 ditto	40
	1 ditto	60
1 ditto		50
1 ditto		53
2 ditto, 65		1 30
1 ditto		70
1 ditto		68
4-12 compasses, $1 12½		37
24 pencil leads, 18¾		4 50
2½ redding combs, $1 75		4 38
1 gross penholders		50
3 cards toilet pins, 25		75
11 pair suspenders, 1s. 6		2 06
18 boxes Gidd. pens, 50		9 00
8 dozen spectacles		1 00
8 dozen spectacle cases		63
1 dozen finger rings		62
1 ditto		38
3 ditto, 1s. 10		69

1 dozen finger rings		$0 38
1 ditto		62
13 4-12 breastpins, $1 87½		11 67
4 ditto, $1 00		4 00
4 5-12 ditto, $1 25		5 52
4 2-12 ditto, 75		3 13
6 crosses, 25		1 50
2½ tail pins, 5*s*		1 56
5 slides, 5*s*		3 13
219 22 book boxes, 5		1 10
½ dozen G. S. tablespoons, $2 37½		1 19
14-12 ditto, $1 50		2 00
1 11-12 dozen G. S. teaspoons, 75		1 44
5 3-12 brittania teaspoons, 25		1 31
1 piece bl'k check, 35¾, 16		5 92
2 pieces Great Falls, extra, 68, 9½		6 46
Boxes and drayage		1 75
		380 86

CHICAGO, *May 23rd*, 1855.

5 pieces plain berage, 50, 18		$9 00
8 ditto, 80, 26		20 80
1 ditto, 10, 22½		2 25
5 Prucian challi, 150½, 18		27 09
1 blue silk illusion, 12, 22½		2 70
1 white silk illusion, 4, 30		1 20
1 ditto, 14, 25		3 50
1 ditto, 6¼, 50		3 13
1 pink illusion, 13, 22		2 86
1 cherry illusion, 8, 22½		1 80
1 French crape, 10, 35		3 50
1 ditto, 10¾, 35		3 76
2 dozen ribbon wire, 3*s*		75
5 l't wh't cott. th'd, 47		2 35
3 l't ass'd cott. th'd, 57		1 71
1 p's Ham. cott. flan'l, 33, 10		3 30
1 G't Falls unbl'c'h'd 32¾, 9		2 95
2 G't Falls extra, 70½, 9½		6 67
220 1 Kenebec P., 37¼, 9½		3 54
2 Barneley drill, 60¾, 30		18 23
1 Irish linen, 12, 57½		6 90
1 ditto, 13, 70		9 10
1 ditto, 13, 25		3 25
1 ditto, 12¼, 62½		7 67
1 ditto, 12, 65		7 80
2 ditto, 27, 47½		12 83
10 Mer. and Cocheco p'ts, 340¼, 10		34 03
3 Merrimac, 102½, 10½		10 73
1 case		1 00
		214 40

CHICAGO, *May 30th*, 1855.

1 bale Lion sheeting, 830, 8½		$68 48
1 bale Ozark sheeting, 774, 7⅞		60 95
1 bale Stark sheeting, 791/4, 8		63 28
1 bale Hudson River sheeting, 850¾, 6⅛		52 11
		244 82

CHICAGO, *June 1st*, 1855.

1 p's Fustian, 41½, 9½		$3 94
1 12-4 blea. sh't'g, 37½, 37		13 88
1 10-4 blea. sh't'g, 33¾, 32		10 80
1 pillow s. cotton, 44¼, 16½		9 30
1 ditto, 35, 11		3 85
1 gingham, 280, 16		44 80
6 Manch. print, 215¾, 9		19 42
1 bro. linen, 25, 1s. 6		4 69
	3 l't blue drill, 131½, 9	11 84
221	2 twilled nankeen, 33¼, 14	4 66
	1 striped nankeen, 17¼, 15	2 59
2 fancy check, 73¾, 12½		9 95
1 apron check, 49¾, 9		4 48
2 crape shawls, $2 30		4 60
15 black demi veils, $1 50		22 50
12 embroidery h'dk'fs, $1 10		13 20
15 ditto, 55		8 25
5 lb. ass'd cot. th'd, 57		2 85
5 lb. white cot. th'd, 47		2 35
1 lb. bl'k linen th'd		75
1 ditto		85
1 ditto		1 00
1 ditto		1 15
1 ditto		1 35
2 dozen lad. white cot. hose, $1 00		2 00
2 dozen grey cot. hose, $1 00		2 00
4 dozen miss' mixed cot. hose, $1 00		4 00
1 dozen gent's f'cy ½ hose, $1 12½		1 13
1 dozen men's red cot. p'ts		4 50
11-12 dozen men's red cot. vests, $9 00		6 42
1½ M needles, 13s		2 44
1 dozen port-monnais, 17s		2 13
2 ditto, $1 00		2 00
2 ditto, $1 25		2 50
1 ditto,		2 25
	1 piece Swiss musl., 16, 42½	6 80
222	1 ditto, 16, 37½	6 00
	1 ditto, 16, 30	4 80
1 piece Victoria lawn, 11¾, 40		4 70
1 ditto, 20, 30		6 00
1 piece cambric lawn, 12, 11½		1 50
5 pieces striped lawn, 37, 30		11 10
1 crown lining, 5¼, 6¼		33
1 ditto, 2, 8½		17
1 silk illusion, 10, 27½		2 75
12 trim'g ribbon, 37½		4 50

1 ditto, 48	$0 50
2 bro. taffita ribbon, 40	80
2 ditto, 29	58
2 ditto, 32½	65
1 ditto, 27½	28
9 fans, $1 62½	14 63
4 ditto, 62½	2 50
2 ditto, 25	50
1 ditto	38
1 ditto	3 50
4 ditto, 544	2 67
7 ditto, 914	8 17
3 ditto, 92	2 76
1 ditto	1 20
1 ditto	1 75
1 ditto	1 16
10 pieces print, 34 2¾, 6¼	21 42
1 box, 12s.; drayage, 2s	1 75
	346 27

223 CHICAGO, *Aug. 3d*, 1855.

6 pair undersleeves, 12½	$0 75
3 camb. collars, 22½	68
1 ditto	1 05
3 ditto, $1 18	3 54
2 ditto, $1 37½	2 75
7 dozen jac. bo'd collars, $1 20	8 40
6 ditto, $1 80	10 80
1 lace chemizette	1 50
1 ditto	90
3 dozen linen h'd'k'fs, 75	2 25
½ lb. sewing silk, $4 50	2 25
¼ ditto, $6 50	1 63
¼ ditto, $6 00	1 50
2 lb. linen thread, 75	1 50
2 ditto, $1 00	2 00
1 piece black galoon, 22, 8⅓	1 83
1 bentry, 2½, 1s. 4	41
2 ditto, 50	1 06
1 bl'k satin ribbon	1 10
1 ditto	70
1 ditto	45
1 taffity ribbon	43
2 ditto, 65	1 30
1 ditto	1 38
1 ditto	1 75
¼ lb. work cotton, 95	24
¼ ditto, $1 10	28
224 ¼ ditto, $1 12½	28
¼ ditto, $1 25	31
¼ ditto, $1 37½	34
¼ ditto, $1 65	41
30 dozen ass'd per. th'd, 6¼	1 88

12 Coats's cotton, 47½		$5 40
1 French organdies, 50, 14		7 00
2 Lanens ging., 72½, 10½		7 61
2 Leosue ging., 83, 10		8 30
1 Portland st'p, 38, 92		3 61
1 Amosk'g st'p, 34, 11½		3 91
1 Amosk'g tick, 49¾, 10½		5 23
1 ditto, 38¾, 11½		4 45
1 Lane denim, 41½, 9½		3 94
1 Melrose, 42¼, 10½		4 43
1 Girard ck., 61¾, 9½		5 89
2 Crampton prints, 64½, 6½		4 19
1 P. A. & S. prints, 35½, 8½		3 02
1 Manch. prints, 32¼, 9		2 90
1 Merimac prints, 29½, 9½		2 81
3 ditto, 103, 10		10 33
1 Chocheco print, 25¼, 10		2 52
2 crash prints, 23, 11		2 53
1 bl'k pap. camb., 40½, 9		3 65
1 white pap. camb., 40, 10		4 00
1 bl'k camb., 36½, 6¼		2 28
1 wh't Swiss msl, 7, 16		1 12
1 ditto, 12, 30		3 60
225 1 bishop lawn, 9, 31		2 79
1 dotted Swiss, 10, 30		3 00
4 lb. mixed pins, 55		2 20
2 box Eng. pins, 8s. 8		1 17
1 doxen toilet pins		70
1 ditto		60
1 pack pins		45
½ dozen port-monais, $1 25		63
½ ditto, $1 00		50
½ ditto, $2 25		1 13
½ ditto, $3 50		1 75
1 dozen pearl port-monais, 7s. 4		92
1 dozen purse port-monais, 7s.		88
1 dozen Moravian cotton		40
1 dozen lin. flows th'd		40
2 dozen white tape, 28		56
2 dozen drab tape, 28		56
2 bl'k tape, 38		76
2 ditto, 33		66
6 gross bone j't buttons, 11		66
1 great gross snap buttons		2 25
4 dozen dress'g combs, $1 50		6 00
4 ditto, $1 12½		4 50
2 linen tape, 37½		75
2 ditto, 32½		65
2 ditto, 27½		55
2 ditto, 22½		45
226 2 ditto, 20		40
2 ditto, 1s. 6		38
2 ditto, 16		32
2 ditto, 14		28
2 ditto, 12½		25
2 gross ¾ boot laces, 22½		45
3 mem. books, 1s. 6		56

1 dozen pant buckles		$0 50
2 dozen pant springs, 45		90
2 lb. hair pins, 20		40
4 dozen shaving soap, 3*s*		1 50
1 ditto		33
3 dozen G S. spectacles, $1 00		3 00
3 pair puff combs, 75		2 25
1 ditto, $1 12½		1 13
6 dress'g combs, 28		1 68
1 dozen ivory combs		60
2 dozen ivory combs, 45		90
1 dozen buff fine-combs		1 50
2 dozen English couple combs, 87½		1 75
1 dozen mix. cott. hose		1 00
1 dozen bro. cott. ½ hose		1 00
2 ditto, 75		1 50
4 dozen mix'd ditto, 75		3 00
2 ditto, $1 00		2 00
1 dozen white ditto		1 50
2 dozen grey ditto, $1 00		2 00
10-12 dozen gent's L. T. gloves, $2 12½		1 77
227 1 dozen ladies' gloves		2 00
½ dozen white silk gloves, $7 50		3 75
1 dozen gent's kid gloves		10 50
1 case razors		75
1 Sheffield razor		1 25
1 Fenney's razor		2 00
10-12 ditto, $2 50		2 08
3 razor straps, 75		2 25
2 bath brush, 33		66
Lot cable cord		40
1 box netting, 1*s*		13
1 gross hooks and eyes, 18¾		19
2 gross silvered hooks and eyes, 11		22
2 ditto, 11		22
2 dozen silk shoe laces, 5*s*		1 25
22 bal. silk braid, 25		5 50
1 lb. whale bone		50
1¼ M needles, 13*s*		2 03
1 ditto		50
1 packing box		1 50
7 dozen razor straps, 75		5 25
Drayage		25
		270 23

CHICAGO, *Oct. 4th*, 1855.

2 bales butts, $8 00		$16 00
2 ditto, $8 50		17 00
2 ditto, $9 00		18 00
2 ditto, $10 50		21 00
228 Add 5 per cent		3 60
Drayage		25
		75 85

CHICAGO, *Oct. 9th*, 1855.

	19 pieces print, 634½, 8½	$53 93
	5 ditto, 192, 10½	18 06
	3 ditto, 133½, 12½	16 69
	6 ditto, 209¾, 9¾	20 45
	11 ditto, 407½, 11	44 83
	8 ditto, 261¼, 9½	24 82
	1 ps. red print, 25, 17½	4 38
	1 ditto, 26, 19	4 94
	5 Lane gingham, 195, 10½	20 48
	2 prin. tab. cloth, 50, 28	14 00
	3 S. F. cot.] jean, 94½, 8½	8 03
	1 linen damask, 20½, 70	14 35
	2 blea. Canton flannel, 65¼, 12	7 83
	3 ps. peppered bro. flan, 119, 11	13 09
	3 ps. Sal. Falls bro. flan., 95, 10	9 50
	2 ps Hamilton bro. flan., 68¾, 10½	7 22
	4 bleach cotton, 141½, 8¼	11 67
	2 Lonsdale cotton, 90¾, 11½	10 43
	1 ditto, 36¼, 11½	4 17
	2 York cotton, 83, 11½	9 55
	2 James cotton, 89, 11	9 79
	2 ditto, 88½, 12½	11 06
	2 5-4 P. S. cotton, 70¼, 12½	8 78
	2 ditto, 71¾, 11½	8 25
229	2 blea. cot. jeans, 68½, 9½	6 51
	2 ditto, 87½, 11½	10 07
	1 bro. lin. damask, 35, 48	16 80
	10 mous. de laine, 275¾, 20	55 15
	1 ditto, 29½, 18	5 31
	4 ditto, 120¼, 17½	21 04
	1 curtain muslin, 12, 47½	5 70
	3 ditto, 36, 36	12 96
	2 ditto, 24, 31	7 44
	1 ditto, 12, 29	3 48
	1 ditto, 12, 25	3 00
	1 ditto, 12, 22½	2 70
	1 ditto, 12, 18¾	2 25
	1 ditto, 12, 17½	2 10
	1 ditto, 12, 13	1 56
	13 embro'd tab. cov., $1 50	19 50
	4 pieces Russia diap., $2 00	8 00
	4 ditto, $1 25	5 00
	2 dozen grey Lawa. ½ hose, $2 75	5 50
	3 ditto, $2 00	6 00
	2 lamb's wool ½ hose, $4 00	8 00
	1 ditto	4 50
	1 cuffs	1 50
	2 boys' mittens, $1 15	2 30
	2 lamb's wool hose, $3 25	6 50
	2 ditto, $3 00	6 00
	1 ditto	2 63
230	1 ditto	2 50
	1 ditto	2 25
	1 ditto	2 00
	1 ditto	1 75

1 ditto		$3 25
1 ditto		2 88
1 ditto		4 75
2½ misses' wh't mer. hose, $2 50		6 25
4 f'cy plaid hose, 75		3 00
2 iron made boots, $1 25		2 50
1 ditto		1 00
1 child's muffs		1 00
1 mittens		1 25
1 child's boots		1 00
1 Berlin gloves		2 50
1 ditto		2 25
1 merino gloves		1 35
1 men's cuffs		1 75
1 dozen men's cuffs		1 50
1 Burlin gloves		1 25
1 merino gloves		1 60
1 Lisle gloves		1 00
2 ladies' col'd gloves		1 60
1 gent's cash. gloves		4 00
7 chil. cott. hose		8 75
7 ditto		7 88
9 wool long shawls		49 50
6 ditto		21 00
231 7 ditto, 4 87½		34 13
4 ditto, $6 50		26 00
2 p's 11-4 Swiss blank's, $5 00		10 00
2 11-4 Bath blank's, $4 37½		8 75
2 horse blank's, $2 00		4 00
2 blue blank's, $4 75		9 50
1 p's apron c'k, 60¾, 9½		5 77
1 ditto, 59¼, 11		6 52
2 ditto, 102½, 15		15 37
6 gala twills, 177, 11		19 47
1 Ky. jeans, 45¼, 15		6 79
1 ditto, 32½, 17½		5 69
1 ditto, 44¾, 18¾		8 39
2 ditto, 70, 30		21 00
2 linsey, 86, 20		17 20
1 grey cloth, 31, $1 30		40 30
1 satinet, 27¾, 52½		14 57
3 ditto, 84¼, 60		50 55
1 p's satinet, 25½, 70		17 85
2 ditto, 49¼, 40		19 70
1 ditto, 28¼, 46		13 00
1 ditto, 25¼, 47		11 99
1 sh'p grey, 24½, 60		14 70
1 ditto, 47, 47½		22 33
2 Clodenia st'p, 102¾, 7¼		7 45
2 Jewett City st'p, 83¼, 8¼		6 87
2 Uncas st'p, 69½, 10		6 95
2 Uncas d'k st'p, 67, 10½		7 04
232 1 Amoskeag st'p, 43⅜, 11½		5 03
1 Portland st'p, 35, 9½		3 32
2 Pemberton st'p, 112¼, 12		13 47
2 L. D., 83, 9½		7 89

2 Melrose st'p, 85¼, 10½		$8 95
3 ticking, 116½, 10		11 65
1 ditto, 47¾, 10½		4 96
1 ditto, 38½, 11½		4 42
2 ditto, 90¾, 12		10 89
3 ditto, 121¾, 13½		16 44
2 ditto, 78¼, 15½		12 13
1 white flan'l, 25½, 50		12 75
1 ditto, 26¼, 40		10 50
1 ditto, 27½, 28		7 70
1 ditto, 27, 26		7 15
1 ditto, 31½, 18		5 67
2 red tw'ld flan'l, 113½, 38½		43 60
1 ditto, 56½, 37½		21 19
1 p's tw'ld red flan'l, 49, 33		16 19
1 ditto, 50¼, 30		15 09
1 ditto, 52¼, 25		13 06
2 ditto, 50¾, 38½		19 53
2 ditto, 51, 33		16 83
2 ditto, 50½, 26		13 13
1 yellow flan'l, 30½, 35		10 68
1 ditto, 26, 29		7 54
1 grey flan'l, 53½, 32		17 12
1 coat lining, 53½, 23		11 77
233 1 cloth, 20⅞, $2 75		57 41
1 ditto, 25¾, $1 57½		40 56
1 ditto, 26¼, $1 37½		36 09
1 ditto, 28½, $1 12½		32 06
1 ditto, 22⅜, $1 85		41 39
1 casimere, 20½, 90		18 45
1 ditto, 24¾, $1 00		24 75
1 ditto, 25¾, $1 50		46 35
6 paper camb., 220, 9		19 80
2 ditto, 40, 8		3 20
11 doz. lad. cotton hose, $1 00		11 00
11 ditto, $1 25		13 75
12 ditto, $1 57½		2 75
9 ditto, $1 50		13 50
3 ditto, $1 12½		3 38
4 ditto, $1 10		4 40
4 ditto, 90		3 60
4 ditto, 75		3 00
2 doz. lad. cotton hose, $3 00		6 00
2 ditto, $3 50		7 00
3 ditto, $2 25		6 75
2 ditto, $1 35		2 70
2 ditto, $2 70		5 40
3 ditto, $1 20		3 60
3 ditto, $1 62½		4 88
2 ditto, $1 45		2 90
2 ditto, $2 37½		4 75
234 1 ditto		2 45
2 ditto, $3 25		6 50
4 ditto, $2 75		11 00
6 lb. whale bone, 50		3 00
3 lb. lin. th'd, ea. 75, 85, $1 00, $1 15		11 25

	50 dz. col'd spool cotton, 5	$2 50
	30 ditto, 11½	3 45
	1 gt. gro. agate buttons	1 00
	3 doz. air-pistols, $1 00	3 00
	1 M envelopes	1 00
	1 g't gro. hook and eyes	1 25
	1 ditto	1 13
	1 ditto	1 00
	1 ditto	95
	2 doz. white wadding, 23½,	47
	1 bl'k wadding	19
	1 p's gingham, 42, 14	5 88
	2 ditto, 80, 16	12 80
	6 p's Swiss gingham, 220⅜, 14½	31 94
	1 dz. wast scarfs	2 50
	1 comfort	2 88
	1 ditto	2 75
	1 ditto	2 13
	1 ditto	2 00
	½ ditto, $5 00	2 50
	1 ditto	3 50
	1 ditto	2 13
	1 merino drawers	10 50
235	10 lb. ivory, ea. 60, 75, 80	21 50
	6 p's linsey, 203½, 15½	31 58
	1 crash, 25, 10	2 50
	1 bale wrap. twine, 14 12-12, 18	2 66
	1 p's bl'k tab. velvet, 20, 30	6 00
	½ dz. pt. mon., ea. $1 00, $1 25, $2 25, $2 12	3 31
	½ ream letter paper, $1 87½	94
	2 dz. Boll's pins, 65	1 30
	1 ditto, ea. 70, 57	1 27
	2 ditto, 50	1 00
	1 pack pins	95
	30 dz. Coats's th'd, 47½	14 25
	4 M needles, $1 50	6 00
	3 p's elas. webb, 93	2 79
	¼ lb. work cotton, $1 12½	28
	¼ ditto, $1 25	31
	¼ ditto, 95	24
	¼ ditto, $1 10	28
	¼ ditto, $1 65	41
	¼ dz. work cotton, $1 37½	35
	¼ dz. port-mon., $8 50	2 12
	½ ditto, $7 50	3 75
	¼ ditto, $6 00	1 50
	⅓ ditto, $9 00	3 00
	5-12 ditto, $9 00	3 75
	2 bl'k stay bind'g, 50	1 00
	3 lin. handk'f's, 75	2 25
	2 ditto, 77½	1 55
236	1 lin. handk'fs, ea. $1 20, $1 30, $1 75, $2 00	6 25
	1 ball coat cord	1 05
	2 sewing birds, 62½	1 25
	1 ditto	31
	3 pair silk suspenders, $1 12½	3 38

3 ditto, 75	$2 25
7-12 dozen tufted mitts, $7	4 08
1 piece br'n Holland, 26, 15	3 90
1 piece canvas, 25, 10	2 50
3 dozen napkins, $2 50	7 50
1 piece bro. lin. tow'l'g, 63, 10	6 30
3 dozen bl'k wadding, 19	57
9 cases, 10s.; drayages, 6s	12 00
Add 5 per cent	111 38
	2, 339 00

CHICAGO, *October 15th*, 1855.

5 dozen kid gloves, $5 60		$25 00
1 dozen boas		90
1 dozen ladies' wool sleaves		1 88
1 zephyr boas		1 62
1 riggoletts		6 00
1 ditto		4 00
1 tippets		3 00
1 f'cy hoods		6 00
1 zephyr hoods		5 00
8-12 sacks		5 00
1 polka		5 00
	1 lad.'s scarfs	6 00
237	1¼ child.'s hoods, $4	5 00
	1 piece silk wrap. flan'l, 23¾, 62½	14 84
1 piece Irish linen, 27, 70		18 90
3 ditto, 78, 25		19 50
1 ditto, 26, 52½		13 65
1 ditto, 26, 62½		16 25
1 ditto, 26¼, 47½		12 47
1 ditto, 26, 39		10 14
½ dozen silk drawers, $34		12 00
½ dozen silk shirts, $24		12 00
½ ditto, $15		7 50
5 pieces F'ch merino, 35, 85		29 75
4 pieces plaid merino, 32, 60		19 20
1 ditto, 8, 65		5 20
1 piece bl'k bob. lace, 17, 7		1 19
2 pieces wht. bob. lace, 30, 10		3 00
2 dozen lin. h'd'k'fs, $2 25		4 50
1 piece bl'k lace edging, 36, 8¼		2 97
1 ditto, 12, 60		7 20
1 ditto, 36, 11		3 96
1 ditto, 24, 12½		3 00
1 ditto, 60, 6¾		4 05
1 ditto, 60, 8¾		5 25
1 ditto, 24, 12½		3 00
1 piece white lace edging, 32¼, 8¼		2 66
1 ditto, 24, 15		3 60
	15 cords and tassels, 2s. 2	4 06
238	1 camb. collar	1 18
	3 ditto, $1 05	3 15
1 ditto, $1 37½		1 37

2 ditto, $1 62½		$3 25
3 muslin collars, $1 25		3 75
4 camb. bands, $1 25		5 00
4 ditto, 50		2 00
4 muslin bands, 69		2 76
2 ditto, $1		2 00
2 emb'd sk'ts, $3 50		7 00
2 ditto, $3		6 00
3 pieces linen edging, 59½, 33		19 64
4 ditto, 49¼, 24		11 82
1 piece plait edging, 18, 37½		6 75
3 cotton edging, 72, 7½		5 40
1 ditto, 24, 11½		2 76
2 pieces cotton edging, 48, 6¼		3 00
1 ditto, 24, 3½		84
2 pieces sash ribbon, $6 75		13 50
2 ditto, $5 50		11 00
3 pieces hat ribbon, $5		15 00
2 pieces moir ant. ribbon, $4 50		9 00
2 ditto, $4		8 00
1 hat ribbon		2 00
1 dozen tooth-brushes		94
1 ditto		81
1 ditto		75
1 piece bl'k silk, 64¼, 68		43 69
239 1 piece alpacca, 30¼, 35		10 59
1 ditto, 29½, 45		13 28
1 ditto, 38, 60		22 80
1 piece bro. berage, 15, 37½		5 63
1 piece green tissue, 27½, 42½		11 69
12 dozen shirt bosoms, $2 25		27 00
34 pair und. sleaves, 87½		29 75
5 dozen wost. braid, 40		2 00
1 piece bird's eye, 15, 25		3 75
3 dozen silk shoe laces, 60		1 80
1 dozen Boll's pins		60
1 dozen ivory combs		31
1 ditto		45
1 ditto		58
3 umbrellas, 55		1 65
3 ditto, 50		1 50
3 umbrellas, 40		1 20
9 P. boxes, 50		4 50
23 ditto, 25		5 75
24 dozen bl'k wadding, 19¼		4 68
2 boxes, $1		2 00
Drayage, 3s		38
Add 5 per cent		32 92
		691 42

CHICAGO, *Oct.* 23*rd*, 1855.

6 bales [A] butts, $8	$48 00
4 bales, R, butts, $10 50	42 00
1 piece red padding, 5½, 22½	1 24

240	2 pieces K'y jean, 92¼, 15	$13 84
	4 pieces fustian, 169½, 9½	16 12
	2 pieces F. & M. cass., 67, 32½	21 78
	4 pieces red blank. cass., 144½, 22½	32 51
	2 pieces sheep grey, 53¼, 47½	25 30
	2 pieces corsett jean, 66, 8½	5 51
	12 pieces col'd camb., 427¼, 6½	27 77
	2 pieces jaconets, 40, 20	8 00
	2 ditto, 40, 17½	7 00
	2 ditto, 40, 14½	5 80
	2 ditto, 40, 10	4 00
	2 ditto, 40, 7½	3 00
	2 pieces red flan'l, 99, 33	32 67
	6 pieces gala twill, 46, 11	23 76
	24 wool long shaws, $2	48 00
	6 pieces br'n drill., 255, 7¼	18 49
	2 pair Bath blankets, $4 37½	8 75
	1 dozen white comforts, $1 12½	1 13
	1 ditto	1 10
	1 bale wick, 18, 17½	3 15
	1 bale twine, 16 9-16, 18	2 98
	2 under hakfs., 87½	1 75
	2 ditto, $1 37½	2 75
	2 ditto, $1	2 00
	4 ditto, 60	2 40
	4 ditto, 50	2 00
	5 pair sleaves, 70	3 50
241	34 ditto, 50	17 00
	7 ditto, 25	1 75
	6 ditto, $1 75	10 50
	6 ditto, $1 00	6 00
	6 ditto, 8¼	4 86
	1 paper box	50
	1 p's book muslin, 6½, 55	3 58
	1 ditto, 2¾, 50	1 38
	1 ditto, 1¾, 16½	29
	1 ditto, 9½, 55	5 23
	1 ditto, 8¾, 48	4 20
	1 ditto, 15, 33	4 95
	20 dozen white wadding, 23½	4 70
	Boxes, $2 00; drayage, 75	2 75
	Add 5 per cent	24 19
		508 18

October 29th, 1855.

2 p'r blankets, Bath, $4 37¾	$8 75
8 p'r blankets, Swiss, $5 00	40 00
2 p's cant. flan'l, 63¾, 11	7 01
2 ditto, 65¾, 10	6 58
1 yellow flan'l, 25¼, 26	6 56
2 ditto, 51¾, 29	15 02
1 ditto, 25, 33	8 25
2 red flan'l, 51¼, 26	13 32
1 ditto, 26, 30	7 80

242	3 p'r twill flan'l, 148½, 33	$49 01
	2 ditto, 101, 30	30 30
1	coat lining, 56, 22	12 32
2	satinett, 54¾, 60	32 85
1	ditto, 27¾, 52½	14 57
1	ditto, 17¾, 70	12 43
1	ditto, 30½, 75	22 88
1	ditto, 29¼, 46	13 46
1	ditto, 48½, 47½	23 04
2	F. & M. cass, 66¼, 32½	21 53
3	K'y jean, 138¼, 15	20 74
1	ditto, 43¾, 18¾	8 20
5	lb. wool jean, 85	4 25
5	ditto, 80	4 00
5	ditto, 75	3 75
10	ditto, 60	6 00
9-12	dozen wool coats, $9 00	6 75
1	ditto	10 25
1	dozen Osborn coats	6 50
1	dozen zephey hoods	7 00
1	ditto	5 50
2	10-12 f'cy knit, $4 50	12 75
1	riggoletts	7 00
1	Berlin gloves	2 38
1	ditto	2 25
1	bl'k silk velvet, 6⅞, $3 50	23 92
	3 dozen gray lawn ½ hose, $2 00	6 00
243	3 ditto, $2 12½	6 38
	3 ditto, $2 75	3 25
4	p's print, 151¾, 9¾	14 79
2	ditto, 72½, 9	6 53
3	ditto, 107, 11	11 77
15	ditto, 546½, 10½	57 38
12	ditto, 515¼, 4¾	24 47
17	ditto, 570, 9½	54 15
3	m'n'g print, 9¾, 9½	8 84
3	Merrimac print, 86½, 9½	8 22
7	B. & O. ang. print, 256¾, 8½	21 82
7	Cocheco print, 239¼, 8½	20 34
6	ditto, 202½, 8½	17 21
3	pap. camb., 60, 8	4 80
5	ditto, 200, 9	18 00
6	Scoth diaper, $1 25	7 50
6	wool long shawls, $5 50	33 00
3	ditto, $6 50	19 50
3	ditto, $7 00	21 00
1	gent's long shawl	7 00
6	p's mous. de laine, 183½, 17½	32 11
2	ditto, 59, 20	11 80
2	dozen men's wool hose, $4 50	9 00
2	ditto, $4 00	8 00
6	lb. long w. bone, 50	3 00
2	oil table-covers, 46	1 38
	6 ditto, 37½	2 25
244	1 p's cotton wool plaid, 35, 35	12 25
	1 Coburg, 40¾, 44	17 93

1 ditto, 40¼, 44		$17 71
1 plaid, 8, 50		4 00
1 all wool plaid, 8, 62½		5 00
2 ditto, 16, 65		10 40
3 ditto, 24, 60		14 40
4 ditto, 32, 60		19 20
3 plaid silk, 43, 62½		26 88
1 a. w. de laine, 15½, 45		6 98
2 muslin collars, 50		1 00
4 ditto, 62½		2 50
7 ditto, 75		5 25
3 ditto, $1 12½		3 38
3 cambric collars, 22½		68
18 ditto, 10		1 80
12 m'n'g collars, 25		3 00
12 camb. braid, 50		6 00
6 ditto, $1 00		6 00
32 ditto, 15		4 80
4 ditto, $1 33		5 32
4 muslin collars, $1 20		4 80
8 ditto, $1 00		8 00
13 ditto, 90		11 70
2 muslin bands, 69		1 38
12 ditto, 20		2 40
12 ditto, 20		2 40
245 12 ditto, 22		2 64
12 ditto, 25		3 00
8 ditto, 64		5 40
8 ditto, 56		4 48
8 ditto, 83		6 64
8 ditto, 78		6 24
28 ditto, 24		6 72
12 ditto, 19		2 28
3 yards muslin edg., $1 12½		3 37
27 ditto, 15		4 05
21¼ ditto, 8½		1 81
4 silk p'k't h'd'fs, 75		3 00
7 ditto, 47		3 29
7 ditto, 40		2 80
2 dozen safty pins, 31¼		63
1 dozen edg., 18, 2		36
1 ditto, 18, 6		1 08
1 ditto, 18, 9		1 62
2 pieces vel. ribbon, $1 62½		3 25
1 ditto		1 25
1 ditto		1 38
2 ditto, $1 10		2 20
2 pieces velvet ribbon, $1 00		2 00
2 ditto, 90		1 80
3 ditto, 82½		2 48
1 ditto		75
246 1 ditto		60
2 ditto, 55		1 10
2 ditto, 36		72
8 pieces emb'd'y braid, 25		2 00
2 pieces ribbon, $1 50		3 00

1 piece taffita ribbon		$1 30
1 ditto		1 00
1 ditto		70
4 pieces hat ribbon, $2 75		11 00
5 ditto, $3 00		15 00
1 ditto		3 15
1 ditto		3 38
6 ditto, $4 00		24 00
1 ditto		4 13
1 ditto		4 50
1 ditto		5 50
5-12 dozen gent's cash. gloves, $3 50		1 46
2 gross pearl buttons, 90		1 80
3 ditto, 85		2 55
2 ditto, 37½		75
3 ditto, 2s. 8		1 00
1 ditto		27
1½ dozen black horn combs, $1 50		2 25
10-12 dozen shears, $3 75		3 13
10-12 dozen shears, $2 25		1 87
1 piece bl'k trim'g, 12, 18¾		2 25
1 ditto, 10½, 3		31
247 1 piece velvet trim'g, 9½, 33⅓		3 17
1 ditto, 10⅞, $1 25		13 59
1 ditto, 6, $1 25		7 50
1 galoon trim'g, 21, 1s. 2		3 06
1 ditto, 12, 25		3 00
1 ditto, 9, 1s. 6		1 69
1 ditto, 11½, 1s. 8		2 39
1 ditto, 16⅜, 50		8 19
1 ditto, 5¾, 2s. 3		1 62
1 velvet trim'g, 6¾, 1s. 4		1 13
Ditto		1 00
Ditto		75
Ditto, 10¼, 1s. 4		1 71
Ditto, 5, 28		1 40
Ditto, 7, 12½		88
Ditto, 13½, 10		1 35
Ditto, 4½, 13		71
Ditto, 16, 11		1 76
Ditto, 8¾, 1s. 2		1 98
Ditto, 8⅞, 6¼		56
Ditto, 7½, 1s. 6		1 41
Ditto, 11½, 1s.		1 44
Ditto, 11, 1s. 6		2 06
Ditto, 11¼, 50		5 63
1 silk trim'g, 15¾, 62½		9 84
1 piece bl'k silk edg., 25, $1 00		25 00
1 ditto, 13⅜, $1 12½		15 05
248 1 ditto, 22½, $1 37½		30 94
1 ditto, 9⅝, $1 37½		13 24
1 ditto, 22½, $1 37½		30 94
1 7-12 dozen fc'y cash. hose, $3 25		5 15
1 9-12 ditto, $3 25		5 69
9 gent's Lisle gloves, 4s. 4		4 88
4 bl'k silk hose, $1 46		5 84

10 Eng. spun hose, 37½	$3 75
½ dozen cash. gloves, $4 25	2 13
20 col'd spl. cott., 5	1 00
20 ditto, 11½	2 30
3 comforts, 90	2 70
2 ditto, $1 37½	2 75
2 ditto, $1 25	2 50
1 ditto, $1 87½	1 88
1 ditto	2 00
3 ditto, $2 87½	8 63
1 lin. hank'fs	1 75
1 ditto	2 25
3 ditto, $2 25	6 75
1 ditto	3 00
1 Stark Mills, 40¼, 8	3 24
2 dozen bl'k wadding, 19	38
7 pack. boxes, 10*s*	8 75
Drayage	75
Add 5 per cent	78 50
	1,648 67

CHICAGO, *Nov. 7th*, 1855.

	1 piece pluss triming, 5⅛, $1 50	$7 69
249	4 ditto, 31⅝, $1 25	39 53
	1 bl'k silk velvet, 3¾, $5 50	20 63
Add 5 per cent		3 39
		71 24

CHICAGO, *Nov. 10th*, 1855.

1 bale Waverly sh'tg, 808, 8	$64 64
1 bale Onterio sh't'g, 800, 8	64 00
Drayage	25
5 per cent	6 44
	135 33

CHICAGO, *Dec. 5th*, 1855.

6 thistle-down shawls, $5 50	$33 00
6 wool long shawls, $4 87½	29 25
3 pieces Ky. jean, 137¼, 15	20 59
2 satinet, 54¼, 40	21 70
1 ditto, 19½, 47½	9 27
15 lb. wool yarn, 60	9 00
½ dozen port-monais, $1 00	50
1½ ditto, $1 25	1 88
1 ditto	2 25
3 lb. white cot. th'd, 47	1 41
8 pieces print, 295¼, 10½	31 00
1 box, 10*s*.; drayage, 2*s*.	1 50
Add 5 per cent	8 06
	169 41

CHICAGO, *Dec. 25th*, 1855.

	½ dozen silk shirts, $18 00	$9 00
	½ ditto, $2 00	10 00
	1 Berlin gloves	1 25
	1 merino gloves	1 35
250	6 bro. cot. ½ hose, $1 12½	6 75
	1 lamb's wool hose	2 25
	1 ditto	2 00
	1 ditto	1 75
	1 ditto	2 63
	1 ditto	3 00
	1 Berlin gloves	2 38
	1 ditto	2 25
	1 ditto	2 50
	1 10-12 Tarlton hose, $2 12½	3 91
	1 bro. lin. tab. cloth	50
	3 ditto, 45	1 35
	2 ditto, 55	1 10
	3 ditto, 80	2 40
	2 ditto, 85	1 70
	5 ditto, $1 00	5 00
	2 ditto, $1 12½	2 25
	3 pieces pap. camb., 60, 8	4 80
	4 ditto, 160, 9	14 40
	1 7-12 dozen kid gloves, $5 25	8 31
	2 dozen gent's kid white gloves, $9 00	18 00
	3½ ditto, $4 50	15 75
	8 ditto, 128, 10½	13 44
	4 ditto, 64, 22½	14 40
	3 pieces dotted muslin, 27, 10	2 70
	9 Irish linen, 12½, 54	6 75
	1 ditto, 13, 52	6 76
	1 ditto, 13, 57	7 41
251	2 11-12 bonnet ribbon, $4 50	13 31
	1 ditto	2 25
	4-12 dozen silk shirts, $24 00	8 00
	60 dozen col'd cotton, 5	3 00
	40 Coats' cotton, 47½	19 00
	2 g't gro. h. & eyes, $1 45	2 90
	6 lb. whalebone, 50	3 00
	1 gross buttons	3 09
	1 ditto	27
	1 ditto	85
	1 ditto	31
	1 ditto	30
	1 ditto	33
	1 ditto	30
	6 dozen air-pistols, $1 00	6 00
	6 dozen boas, 90	5 40
	2 M envelopes, $1 00	2 00
	1 dozen toilet pins	70
	1 dozen toilet pins, ea. 65, 60, 77	1 82
	3 11-12 dozen bl'k kid gloves, $8 75	34 27
	2 dozen bl'k wadding, 19	38
	2 past-b'd boxes, 25	50
	1 piece print, 104¾, 9½	9 95

	3 ditto, 107¼, 9	$9 65
	6 ditto, 177¼, 9⅓	16 84
	3 ditto, 100¾, 11	11 08
	6 ditto, 194¼, 9¾	18 94
	10 ditto, 373½ 8½	31 75
252	12 ditto, 439, 10½	46 10
	6 ditto, 198, 9½	18 81
	16 ditto, 537¾, 8½	45 70
	6 ditto, 206½, 8½	17 56
	3 all-wool plaid, 32, 60	19 20
	3 ditto, 40½, 62½	25 31
	1 silk and wool plaid, 8, 50	4 00
	1 cloth, 30½, $1 00	30 50
	1 satinett, 26¼, 60	15 75
	2 ditto, 56¾, 70	39 73
	3 sheep grey, 72¼, 60	43 35
	2 satinet, 50¾, 47½	24 10
	3 F. & M. case, 97¼, 32½	31 60
	6 linsey, 193¼, 15½	29 99
	3 broadcloth, 84⅜, $1 12½	94 93
	6 fustian, 351, 9½	23 87
	10 gala plaid, 353¾, 11	38 91
	20 lb. wool yarn, 60	12 00
	15 ditto, 75	11 25
	15 ditto, 80	12 00
	3 pieces red flan'l, 140½, 33	46 37
	2 ditto, 101, 31	31 31
	1 ditto, 49, 32	15 68
	2 ditto, 87¾, 25	21 94
	1 piece Turkey red, 25, 19	4 75
	3 ditto, 75, 17½	13 13
	12 pieces gingham, 449¾, 10½	47 22
	4 Ky. jean, 186, 15	27 90
253	6 pieces print, 261, 43	12 40
	2 pieces red bant. case, 74, 22½	16 65
	3 dozen comforts, $2 75	8 25
	2 ditto, $2 6½	5 25
	2 ditto, $2 87½	5 75
	1 ditto, $2 12½	2 13
	4 ditto, 90	3 60
	1 cotton pants	4 50
	1 cotton vests	6 00
	1 tafted mitts	7 00
	6 gloves and mitts, $1 85	11 10
	1 ditto	1 05
	3 cuffs, $1 50	4 50
	3 m'ng wool shawls, $6 50	19 50
	12 wool long shawls, $3 50	42 00
	2 ditto, $5 50	11 00
	3 ditto, $7 00	21 00
	1 ditto	6 00
	1 ditto	5 50
	4 ditto, $3	12 00
	2 pieces Meri. tick, 81½, 13½	11 00
	2 pieces Victoria tick, 100, 12	12 00
	6 pieces bea. cotton, 263½, 12½	32 94

	3 pieces bea. cotton, 133, 11½	$15 29
	6 pieces blea. cotton, 245⅓, 11	27 03
	6 ditto, 211½, 8¼	17 45
	3 ditto, 110⅜, 8¼	9 14
	1 hickory, 37, 7¼	2 68
254	1 ditto, 38½, 11½	4 42
	2 ditto, 118¼, 12	14 19
	3 ditto, 114, 8¼	9 41
	2 ditto, 67½, 10½	7 09
	3 ditto, 104¼, 10	10 43
	3 drilling, 121½, 7¼	8 81
	2 cassimere, 51, 73½	37 67
	1 cloth, 31½, 130	40 63
	9 oilcloth covers, 37½	3 38
	6 pieces diaper, 200	12 00
	10 ditto, 125	12 50
	1 dozen lin. h'dk'fs	2 25
	1 ditto	1 75
	2 ditto, 250	5 00
	6 ditto, 75	4 50
	1 piece silk velvet, 2½, 250	6 25
	1 ditto, 1¼, 212½	2 66
	1 ditto, 1⅜, 262½	3 61
	1 alpaca, 29½, 27	7 97
	1 Coburg, 39¾, 44	17 49
	1 merino, 7, 85	5 95
	1 ditto, 7, 72½	5 08
	5 silk h'k'fs, 54	2 70
	6 ditto, 50	3 00
	13 silk h'dk'fs, 40	5 20
	13 cotton h'dk'fs, 18	2 34
	31 ditto, 12½	3 88
	1 bale bl'k wad., 40, 19	7 60
255	9 pack cases, 100	9 00
	Drayage	75
	Add 5 per cent	88 23
		1,852 94

RECAPITULATION.

Amount of bill Jan. 25, 1855			881 54
Do.	Feb. 9,	"	199 99
Do.	"	"	524 06
Do.	" 13,	"	555 09
Do,	" 22,	"	861 78
Do.	March 1,	"	1,261 06
Do.	" 13,	"	350 24
Do.	" 29,	"	152 77
Do.	May 14,	"	1,900 30
Do.	" 16,	"	380 86
Do.	" 23,	"	214 40
Do.	" 30,	"	244 82
Dr.	June 1,	"	346 27

	Amount of bill	Aug. 3,	1855	$270 23
	Do.	Oct. 4,	"	75 85
	Do.	" 9,	"	2,339 00
	Do.	" 15,	"	691 42
	Do.	" 23,	"	508 18
	Do.	" 29,	"	1,648 67
256	Do.	Nov. 7,	"	71 24
	Do.	" 10,	"	135 33
	Do.	Dec. 5.	"	169 41
	Do.	" 25,	"	1,852 94
				15,633 45

Endorsed: Filed Feb. 2, 1860.

WM. L. CHURCH, *Cl'k.*

257 On this day, to wit, the 14th day of June, A. D. 1864, in the record of the proceedings of said court in said entitled cause, is the following entry, to wit:

RICHARD FIELD, JOHN J. MERRITT, DANIEL KARR *et al.*, *vs.* JOHN A. BIGELOW and HENRY W. BIGELOW. } Chancery.

Now come the parties, by their solicitors, and by agreement this cause is set down for hearing on the bill, answers, replication, proofs, and exhibits filed, and after hearing the proofs and a part of the argument of counsel, the hour of adjournment having arrived, the further arguments of counsel are postponed until to-morrow morning.

On this day, to wit, the fifteenth day of June, A. D. 1864, in the record of the proceedings of said court in said entitled cause is the following entry, to wit:

RICHARD FIELD, JOHN J. MERRITT, DANIEL KARR *et al.*, *vs.* JOHN A. BIGELOW and HENRY W. BIGELOW. } Chancery.

258 Now come again the parties, by their solicitors, and after hearing the concluding arguments of the respective counsel, the court not being now sufficiently advised in the premises, takes time to consider.

On this day, to wit, the 8th day of August, A. D. 1864, in the record of the proceedings of said court in said entitled cause is the following entry, to wit:

RICHARD FIELD, JOHN J. MERRITT, DANIEL KARR, Charles M. Field, John J. Morris, James Myers, William Kniseby, Charles Stout, Roswell S. Benedict, William H. Hall, Lewis S. Benedict, & Henry C. Southwick, *vs.* JOHN A. BIGELOW and HENRY W. BIGELOW. } Chancery.

Now come the parties, by their solicitors, and the court, having considered and being now fully advised upon the matters heretofore submitted in this case, finds against the complainants, and dismisses their bill at their costs. It is thereupon considered by the court that the bill be dismissed, and that the defendants 259 have and recover of the complainants their costs and charges by them, about their defence in this behalf expended, amounting to the sum of ——— dollars and —— cents, and that they have execution therefor; and thereupon the complainants, by their solicitor, pray an appeal to the Supreme Court.

260 On this day, to wit, the 3d day of December, in the October term A. D. 1864, of said court, in the record of the proceedings thereof in said entitled cause is the following entry, to wit:

RICHARD FIELD, JOHN J. MERRITT, DANIEL KARR, Charles M. Field, John J. Morris, James Myers, William Kniseley, Charles Stout, Roswell, S. Benedict, Wm. A. Hall, Lewis S. Benedict and Henry C. Southwick, } Chancery.

vs.

JOHN A. BIGELOW and HENRY W. BIGELOW.

Now come the complainants by E. S. Smith, esq., their solicitor, and they having heretofore prayed an appeal to the Supreme Court, it is now ordered by the court that the same be granted, conditioned that they file a bond in the sum of five hundred dollars, conditioned according to law, with security to be approved by the court.

On this day, to wit, the third day of December, A. D. 1864, came said complainants by their solicitors and filed in said clerk's office their appeal bond in said entitled cause, which said appeal bond is in the words and figures following, to wit:

261 Know all men by these presents that we, Ezekiel S. Smith and Theodore Newell, are held and firmly bound unto John A. Bigelow and Henry W. Bigelow, in the sum of five hundred dollars, to be paid to the said John A. Bigelow and Henry W. Bigelow, their executors or administrators, to the payment of which well and truly to be made we bind ourselves and each of us, jointly and severally, and our and each of our heirs, executors and administrators, firmly by these presents.

Sealed with our seals, and dated this 26th day of November, A. D. 1864.

Provided, however, and this obligation is upon this express condition, that whereas Richard Field, John J. Merritt, David Karr, Charles M. Field, John J. Morris, James Myers, William Kniseley, Charles Stout, Roswell S. Benedict, William H. Hall, Louis S. Benedict and Henry C. Southwick have prayed an appeal to the Supreme Court of the United States to reverse a decree rendered by the circuit court of the United States for the eighth circuit and northern district of Illinois, in a certain cause on the chancery side of said circuit court, wherein Richard Field, John J. Merritt, David Karr, Charles M. Field, John J. Morris, James Myers, William Kniseley, Charles Stout, Roswell S. Benedict, William H. Hall, Louis S. Benedict and Henry C. Southwick are com-

263 plainants, and said John A. Bigelow and Henry W. Bigelow are defendants, in favor of said defendants:

Now, therefore, the condition of this obligation is such, that if the above named complaintants shall prosecute their said appeal and writ of error to effect, and shall pay all costs if they shall fail to make good their said plea, then this obligation to be void; otherwise to remain in full force and virtue.

E. S. SMITH. [SEAL.]

Approved, A. D. 1864.

T. NEWELL. [SEAL.]

Approved.

THOMAS DRUMMOND.

Endorsed: Filed Dec. 3d, 1864.

WM. H. BRADLEY, *Cl'k.*

On this day, to wit, the fifth day of December, A. D. 1864, came said parties by their solicitors and filed in said clerk's office their stipulation in said entitled cause, which said stipulation is in the words and figures following, to wit:

In circuit court United States, northern district of Illinois.

RICHARD FIELD, JOHN J. MERRITT, DAVID KARR *et al.*, *vs.* JOHN A. BIGELOW, HENRY W. BIGELOW. } Chancery. Appeal to the Supreme Court of the United States.

It is hereby stipulated and agreed that the record from said circuit
263 court in the above-entitled cause may be filed in the Supreme Court of the United States at the December term thereof, A. D. 1864, at any time on or before the first Monday of January, A. D. 1865, with the same force and effect as though filed within the first six days of said December term, under the rule of said Supreme Court, and that this stipulation may be incorporated with and made part of the record in said cause.

Dated Chicago, Dec. 5th, 1864.

MILLER & LEWIS, *for Deft's.*

Endorsed: Filed Dec'r 5th, 1864.

WM. H. BRADLEY, *Cl'k.*

264 NORTHERN DISTRICT OF ILLINOIS.

I, William H. Bradley, clerk of the circuit court of the United States within and for said northern district of Illinois, do hereby certify that the accompanying and foregoing transcript, from pages one to two hundred and sixty-three, inclusive, contains a true, full, and perfect copy from the record of all the proceedings which have been had in said court in said cause in chancery, of Richard Field, John J. Merritt et al., complainants, against John A. Bigelow and Henry W. Bigelow, as the original of the same now remain in my custody, together with the original citation sued out by the said appellants to the said defendants.

In testimony whereof, I have hereunto set my hand and affixed the seal
[L. S.] of said court, at my office in Chicago, in said northern district of Illinois, this seventeenth day of December, A. D. 1864.

WILLIAM H. BRADLEY, *Clerk.*

265 *Assignment of errors.*

Supreme Court of the United States of America, of the December term, A. D. 1864.

RICHARD FIELD, JOHN J. MERRITT, DAVID KARR, Charles M. Field, John J. Morris, James Myers, William Kinsley, Charles Stout, Roswell S. Benedict, William A. Hall, Lewis S. Benedict, and Henry C. Southwick, *vs.* JOHN A. BIGELOW and HENRY W. BIGELOW. } Error to the circuit court of the United States for the northern district of Illinois.

I. The court erred in not granting a decree for the appellants.

II. The court erred in granting a decree dismissing the bill.

And the said plaintiffs in error pray that the decree aforesaid, for the errors aforesaid, and other errors in the record and proceedings aforesaid, may be reversed, annulled, and for naught held, and that they may be restored to
266 all things which they have lost by occasion of said decree.

E. S. SMITH,
Attorney for Plaintiffs in Error.

Filed December 30, 1864.

IN THE

SUPREME COURT

—OF THE—

UNITED STATES.

RICHARD FIELD et al.,	APPELLANTS.	*Appeal in Chancery, No. 148.*
vs.		
JOHN A. BIGELOW, HENRY W. BIGELOW,	APPELLEES.	
HORACE SEAVER et al.,	APPELLANTS.	*Appeal in Chancery, No. 147.*
vs.		
JOHN A. BIGELOW, HENRY W. BIGELOW, WILLIAM W. BIGELOW,	APPELLEES.	

Appeal from the Circuit Court of the U. S. for the Northern Dist. of Ill.

Brief of E. S. SMITH, for Appellants.

CHICAGO, 1867:
BEACH & BARNARD, STEAM PRINTERS,
122 & 124 S. Clark St.

IN THE

SUPREME COURT

—OF THE—

UNITED STATES.

RICHARD FIELD et al., Appellants.

vs.

JOHN A. BIGELOW, HENRY W. BIGELOW, Appellees.

Appeal in Chancery, No. 148.

HORACE SEAVER et al., Appellants.

vs.

JOHN A. BIGELOW, HENRY W. BIGELOW, WILLIAM W. BIGELOW, Appellees.

Appeal in Chancery, No. 147.

Appeal from the Circuit Court of the U. S. for the Northern Dist. of Ill.

Brief of E. S. SMITH, for Appellants.

CHICAGO, 1867:
Beach & Barnard, Steam Printers,
122 & 124 S. Clark St.

HISTORY OF THE CASE.

[The two cases were heard together upon the same proof, and may be submitted together in this court, as they depend upon the same proof and points made.]

In December, 1855, John A. Bigelow was a merchant in Freeport, Illinois, and made purchases of H. W. Bigelow, his uncle, who was a merchant in Chicago, and failed the latter part of December, 1855, or the fore part of 1856.

On the 26th day of December, 1855, as claimed by the Bigelows, John A. gave to H. W., his three notes for upwards of four thousand dollars each, payable in one, two, and three years.

After December, 1855, John A. Bigelow made purchases of goods in New York and Boston, upon a credit, and continued to trade in Freeport until the 28th day of December, 1857, on which day, John A. paid to H. W., $2,191.46 in money (page 52, of Record, fol. 165), and at the same time, executed and delivered to said H. W., a note at one day, and warrant of attorney to confess judgment for the sum of $7,754.49, and on the 14th day of January following, judgment was entered and execution issued, and placed in the hands of the sheriff at Freeport, and the entire stock of John A., then amounting to upwards of $13,000, was taken by the sheriff, by direction of H. W. Bigelow, according to arrangements made between them.

The debt for which the judgment note was given, was not all then due; that upwards of four thousand dollars of said amount would not fall due until Dec. 26th, 1858, one year from the time of the transaction.

At the time the judgment note was given, John A. was in debt, and sued by some of his eastern creditors, and the fact known to H. W. Bigelow.

The goods were sold by the sheriff, and mostly bid in at low rates by H. W. Bigelow, the sale closing the 5th of February, 1858, on which day, John A. turned over to H. W. all the notes and accounts of any value, and made a cleaning out of all his effects to his uncle, H. W. Bigelow.

First Bill filed April 7th, 1860.—Second Bill filed July 17th, 1862.

The first bill sets up judgments recovered against John A. Bigelow, in the Circuit Court of the United States, Northern District of Illinois, and executions returned unsatisfied as follows:

Field, Merritt & Co., July term, 1858, $742,62; Myers, Kinsley & Co., July term, 1858, $915,66; Benedict, Hall & Co., July term, 1858, $1,093,00.

The bill filed upon these three judgments, set forth and charged property generally in the possession of H. W. Bigelow, and which belonged to John A. Bigelow & Co. The bill contained all the averments usual in creditor's bills.

Answer of Defendants.

John A. Bigelow answers (page of Record, 21), admits the several judgments, executions and the returns, and says that Feb. 5th, 1858, he transferred to A. W. Bigelow, notes to the amount of $2,018,43, as security upon a debt amounting to the sum of $2,367, and at the same time gave notes as security to D. C. Hyde & Co., and a small amount to W. W. Bigelow, who had been in the employ of John A. (The answer is on oath as called for in the bill. *This answer nowhere discloses the judyment confessed, the sale of the goods on the execution*, nor the $1,000 paid H. W. after judgment, and levy of execution.)

H. W. Bigelow makes answer, but nowhere discloses the transfer of goods by the sheriff's sale. He admits the transfer of notes as stated by John A. He denies all knowledge of property belonging to John A. Bigelow. (The answer is on oath as called for in bill.) H. W. nowhere in this answer admits the payment of $1,000 by John A. after judgment and levy of execution.

The second bill sets up judgments recovered against John A. Bigelow, in the same court, and execution returned unsatisfied, as follows:

Seaver, Somendyke & Co., December term, 1857, $839,48; Plympton, Stephenson & Co., May term, 1860, $988,47.

The bill filed upon these judgments, set forth the usual matters in creditor's bills, and in addition, it was stated and charged, that said John A. gave to H. W., a judgment note, the latter part of December, 1857, and on the 14th day of January, 1858, judgment was entered and execution was issued for $7,816, and levied upon the stock of goods of John A.

The bill charged that the judgment was confessed for a debt not due at the time, and that it was entered for the purpose of enabling said H. W. to change the title of the goods, and to defraud the creditors of John A. Bigelow (page 5, fol. 10 of the Record of *Seaver, et al.* v. *Bigelow*, No. 147).

The bill charged fraud on the part of John A. and H. W. Bigelow. Wm. W. Bigelow was also made a party, but nothing discovered.

The answers of the defendants being made on oath, was waived in the bill.

Answers of the Defendants.

John A. Bigelow's answer admits the judgments and returns of execution as stated in the bill (page 9), and that he purchased goods on credit for the purpose of a retail trade at Freeport.

The answer of John A. admits the judgment note, and judgment entry in Cook county, and execution and levy on the goods. He denies all fraud, but does not state whether the debt was due or not, at the time the judgment note was given.

H. W. Bigelow, in his answer, neither admits or denies the judgments as stated in the bill. He admits that John A. did give him a judgment note, Dec. 28th, 1857, for the sum of $7,754,49, and January 14th, 1858, a judgment was entered on said notes by confession, for $7,806,16, and execution issued (page 12, fol. 28 of Record, in case of *Seaver, et al.* v. *Bigelow*, No. 147).

H. W. Bigelow states: that John A. Bigelow was indebted to him at the time for the full sum mentioned, and note given for a lawful purpose and none other (fol. 28).

He denies the charge that the amount was not due at the time the note and warrant of attorney were given.

H. W. Bigelow admits that the sheriff made sale of the goods on execution, and that he became the purchaser of nearly all the goods, but in no way does he state, in his answer, the amount or value of the goods taken on the execution.

H. W. denies that the amount for which John A. gave his judgment note was not due at the time of the entry of the judgment, and denies all fraud, &c.

Wm. H. Bigelow made answer, but makes no disclosure of property, therefore nothing was asked as to him.

Testimony in the Case by Complainants.

Abner French, deposition (p. 17, fol. 39); Carlos Pierce, deposition (p. 19, fol. 43); John A. Bigelow, examination (p. 21, fol. 48); S. G. Hooker, deposition, (p. 24, fol. 57); Helen N. Hooker, deposition (p. 41, fol. 102).

By the Defendants.

J. W. Shoffer, deposition (p. 44, fol. 109).

POINTS BY COMPLAINANTS.

1. The title to the goods and merchandise did not pass to H. W. Bigelow, for the reason, the judgment conferred was mostly for a debt not due and payable at the time, and therefore void under the statute.

II. The judgment confessed in favor of H. W. Bigelow, was fraudulent in fact, for the reason, that it was used for the purpose of placing the property of the debtor, John A. Bigelow, beyond the reach of his creditors.

May it please the Court:

Having given a history of the case, and brief statement of the bill and answers, we propose to show wherein the court erred in not granting a decree in favor of the complainants.

We take the first point made, viz: The judgment void for the reason that *the debt was not bona fide due* at the time of confessing judgment.

At the time the judgment was confessed, January 14, 1858, the statute of Illinois only authorized judgments by confession by parties for a debt *bona fide due*, from which we understand that judgments confessed for a debt not due and payable at the time, are absolutely void.

Illinois Statutes, vol. 1, page 262, Scates' edition, provides as follows:

"Any person, for a debt *bona fide due*, may confess judgment, "by himself, or attorney duly authorized, without process, and

" every confession of judgment, whether with or without process, " shall operate as a release of all errors in the entering up of the " judgment, or making record thereof."

We submit, if the court please, that there can be no question whatever, that the statute requires the debt for which the judgment is confessed, to be due and payable by the terms of the contract. We cannot see how it is possible for a court to rule otherwise upon this section of the statute.

Mr. Webster says, that " *Due has no connection with Owe.*" We say, that money is only due by the terms of the contract. That which law requires to be paid, not at a future day, but at the time fixed for payment. It cannot be said that a note is due when it has one year, or any time, to run.

The words used by the legislature, " *bona fide due*," no doubt were intended to include, not only that the contract by its terms should be ended, and the money payable, but that it was a *bona fide* debt for value, and not fictitious; not got up for the purpose of confessing a judgment. We think, if a contract, by its terms, should show a debt payable, and upon proof that any considerable part of the sum stated was fictitious, then the judgment would be void. Both must concur; that is, the debt, must be for a *bona fide* consideration, and also be due; the creditor by the contract must have the right to demand payment—to sue upon the contract. We have said this much, upon this point, for the reason that the court below construed the statute to mean, that the debt upon which a judgment was confessed must be a *bona fide* debt for value; but no matter when payable—that is, the word *due* did have the same meaning, in the statute, with the word *owe*, even when payable at a future day.

Clapp et al. v. *Ely et al.*, 3 Dutcher, 555;
Burnes v. *Morse*, 5 Paige's Ch., 108;
Loope v. *Josephson*, 7 California, 352;
Scales v. *Scott*, 13 California, 76;
Chitty, on Contracts, 371, and cases cited.

These cases fully sustain the doctrine that a judgment, confesed for a debt not due, is void, and that such a judgment may be attacked by judgment creditors, in proceedings like the bills filed in these cases.

We submit, that a judgment confessed, when a part only is not due, is void *in toto*—not good for the amount of the debt which was due at the time of confessing the judgment. Such, we think, beyond all doubt, is the law. As to the fact there is no dispute. Both John A. and H. W. Bigelow agree as to the fact, that one note (upwards of four thousand dollars) was not due at the time the judgment note was given. It was the three-year note, from Dec. 26, 1855.

H. W. Bigelow states, in his answers in the State court (p. 52 of record No. 147) that John A Bigelow gave his three notes for the indebtedness, as shown by the statement of account, commencing Jan, 25, 1855, (see p. 53) and ending Dec. 25, 1855, the day before the date of the notes (see p. 97. Two notes, of $4,972.97 each, and the last $4,072.98—thus showing the last note not due, for one year, at the time the judgment note was given. Mr. H. W. Bigelow also states that, on the 28th day of Dec., 1857, John A. paid him $2,191.46—on the same day the judgment note was given, (p. 52).

This answer of H. W. Bigelow, made in the case of *Ira Foot* v. *John A and H. W. Bigelow*, in the State court, was made evidence by stipulation (see p. 46) before a master (see p. 22)—states that he gave notes on one, two and three years, from Dec. 26, 1855, and that the judgment note, included the last note for upwards of four thousand dollars, which had a year to run before due.

We submit, if the court please, that the proofs show that the judgment confessed was for a debt, upwards of four thousand dollars not due; and, therefore, the judgment was void as against these creditors—the appellants. In the case cited, 6 Paige, 108, the chan-

cellor says: "If the judgment was confessed for a debt which "was not then due and payable, or for more than was actually due, "* * * * * *, the whole judgment and proceedings under it are "fraudulent ond void."

The case of *Taafe* v. *Josephson*—7 California, 354—sustains the same doctrine, and goes further in support of our position. It was held, that "where a creditor attached on several notes, one of which "was not due, and judgment by default, the judgment was fradu- "lent and void as to creditors, and that the judgment must stand "or fall as a whole."

2. We now come to our second proposition, viz: that the judgment was fraudulent and void in fact, for the reason the judgment was confessed for the purpose of changing the title to the property, and place it beyond the reach of creditors of John A. Bigelow, and enable him to obtain a compromise—holding the creditors at defiance.

To establish this fact, we propose to take all the leading facts and circumstances of the case as given in testimony, without objection, together with the answers of the defendants, so far as they tend to show the facts, actings and doings, which we claim fraudulent and void.

1. H. W. Bigelow, in 1855, was a merchant, and had been for some time, and had failed in that year. (See p. 25 fol. 49.) He is John A. Bigelow's uncle, and no doubt had influence over him, to induce him to do as he wanted (see p. 22). John A. says that he came into Chicago—and H. W., in his office, Dec. 28th or 29th, first talked about giving judgment note; paid him twenty-one to twenty-two hundred dollars. He told H. W. that he was sued. H. W. said if the creditors were pitching in, he wanted him to secure his debt. John A. told him he would take up old notes and give judgment note, if he would let it run until he could pay it up. H. W. said he would take it, and would not use it unless his other

creditors commenced suing; and if creditors did sue, he (John) must understand that he should immediately enter up judgment, &c.

We submit that this testimony shows most extraordinary willingness to be sacrificed, or a willingness to prevent creditors from reaching the property. This showing by John A. is sufficient to satisfy any one that there was a willingness, in fact, an understanding of benefit and favor, between these two defendants. John A. had for two years purchased goods on a credit in New York and Boston, and had a fair stock, and a good time had come for him to save what he had—that is, preserve the entire estate in the Bigelow family. Such, we say, the facts warrant us in stating, and the moving cause of this judgment (see p. 49, fol. 124). In the answer of H. W. Bigelow, he says the sheriff returned the execution satisfied in the sum of $4,367.37; that January 16th, 1858, (two days after judgment and execution levied) John A. paid to him $1,000 to apply on said judgment, and afterwards, Feb. 5th, 1858, (the last day of the sale in fact) John A. turned out to H. W. a policy of insurance, for which he allowed $71,25, leaving a balance due on judgment of $2,367.59; and, on the same day, John A. transferred notes to H. W. to the amount of $2,018.48, as security for balance of judgment, $2,361.57.

Thus, we see John A. placing everything in the hands of H. W. except a few notes to D. C. Hyde & Co., a friendly firm of H. W., for whom he acted. (See p. 48, fol. 120, p. 147.)

From the testimony and answer of H. W., thus far, we find the debtor willing, after making a large payment, and after being sued by a creditor, confessing a judgment, upon the understanding that if other creditors commenced suing, H. W. Bigelow would enter judgment; and, what is more surprising, after the note given, and levy made, and sale of the property commenced, or concluded, he pays H. W. $1,000 in money, and turns out all the notes he has left. This most clearly shows, to say the least of it, that both of

the Bigelows were acting understandingly and in concert, having the same object and intention. No such case ever existed before or since, between debtor and creditor, unless some unlawful object or purpose was the motive of both. But, if the court please, this is not all the testimony of fraud in this case. We have positive proof, direct from both of the Bigelows.

Abner French testifies (see p. 17, fol. 39, of record No. 147): John A. Bigelow said—"He was not in a condition to make a settlement, but hoped to be soon; that the property had all been placed in the hands of his uncle, Henry W. Bigelow, for the benefit of his creditors; and that it was the understanding, when he placed it in his uncle's hands, that it should be applied for the benefit of his creditors; that he so placed it in his uncle's hands, to prevent his creditors suing, and wasting the property."

Carlos Pierce testifies—(see page 19, fol. 44)—"I think I was in John A Bigelow's store, at Freeport, Jan'y 29th 1858—* * * * * The stock of goods was in the possession of John A. Bigelow—* * * * * I called at John A. Bigelow's store, in Freeport, in relation to a demand of our firm, Pierce Brothers & Flanders—* * * He stated to me that in Dec. 1857, he had given judgment note to his uncle, Henry W. Bigelow, upon the agreement and understanding with him, that he should not enter judgment for its amount, unless a suit or suits should be brought, by his creditors, against him—so that the whole stock could be protected; * * * * that he should have the benefit of the operation, as though no sale had been made; * * * the object, I understood from him, to protect all creditors."

The admissions, or statements, of John A. Bigelow, to French and Pierce—one representing creditors, and the other a creditor—no doubt, was the understanding between them, to represent to creditors to pacify them until a sale could be made of the property. He mentioned to one of them, that he had laid out a large amount of property in a house, and it had embarrassed him, and hoped

soon to pay his creditors, fifty cents at least. This may have been the intention of John A. at first—at any rate, he informed his creditors that such was the agreement; and for some time, the creditors may have believed it, as no proceedings by bill were had, except in the case of Sumner, which was permitted to rest for some time.

We submit, as a matter of law, that the declarations of John A. Bigelow, made, as Pierce says, in the store, the 29th of Jan., 1858, thirteen days after the levy—and he, John A., in possession of the property—there being no objection to the testimony on the part of the defendants in the court below, it must stand as competent, and have its force and effect in the case. John A. being in the possession of the property (not as custodian for the sheriff) the statements made by him, when so in possession, are competent proofs to bind him and his co-defendant, who was an actor in the transaction and fraud charged. But, if the court please, we say, as before remarked, that we are not confined to the statements of John A. alone, as the declarations of H. W. Bigelow, and John, together, are to the same effect.

S. G. Hooker, in his deposition, commencing on p. 24, fol. 57, we think settles all doubt, if any exists, as to the fraud, and the intended fraud, charged in the bill. After this witness testified as to what John A. said to him about the transaction, he states as follows:

"The uncle then stated that I need not have any uneasiness in "regard to the first note, coming due in August, 1858; that, by "that time, they would get a settlement, and be straightened up "with the New York creditors, and John A. be back in the store; "* * * * * that he had taken a judgment note from John A., "large enough to cover John A.'s stock of goods; that John was "indebted to him, but had paid up, from time to time, reducing "the balance between $2,500 to $3,000; that John A.'s trouble "was one of those things that had to be protected, or that his New

" York creditors would have pitched into him and absorbed all his " stock of goods; and that he (H. W.) intended to see John A. " through; that he had two or three turns with the New York " creditors, and if they wanted to try him on again to come ahead; " he was prepared for them—but, said he to me, you must be very " guarded in what you say; keep entirely quiet, and you shall " have your pay as soon as we get a settlement and John A. gets " agoing. He also said to me: this is only done to effect a settle- " ment, and bring the New York folks to terms. You may rely " I shall protect John A. I had another conversation with Henry " W. Bigelow, some time after; I think after the goods were sold. " He rehearsed the same thing as in his former coversation, but " cautioned me to be careful what I said about the matter."

Helen N. Hooker, wife of S. G. Hooker, in her deposition, commencing on page 41, fol. 102, states: that John A. Bigelow came to their house in Chicago and said he had put his property in his uncle's hands to keep it from his New York creditors.

We submit, if the court please, that the testimony shows a fraud beyond all doubt. There can be but one meaning to the transaction; but one intention of the parties, and that was fraud against the creditors. H. W. Bigelow, having given his creditors two or three turns, he considered his prowess equal to the task of defrauding the creditors of John A., and having had so much experience in that line, considered it no doubt simply as a pastime.

We expect, from past experience in this case, that counsel for appellees will make an effort to discredit S. G. Hooker's testimony, and with reference to such an effort, we desire to say a few words, and in order to show the dates of filing the bills and taking testimony, we will here state: Field, *et al.*, filed their bill against J. A. and H. W. Bigelow, April 7th, 1860. Seaver, *et al.*, filed their bill against the same parties, July 17th, 1862.

Feb. 4th, 1858, Sumner, and others, filed their bill against the

same parties, which case waits the result in thsse two cases now pending.

August 21st, 1858, John A. Bigelow was examined before a master, in the case of Sumner and others, and the testimony used in these cases, see Record No. 147, page 24, fol. 43. (Same in Record No. 148, page 22, fol. 64.)

In the State court, Ira Foote filed his bill against the same parties, Jan. 10th, 1860, and S. G. Hooker examined as a witness in March, 1860, which deposition counsel for the defendant put in evidence on cross-examination of Hooker, in the case of Sumner and others, April 30th, 1862, and by stipulation, used in these two suits in this court. (See page 26, fol. 76.)

Now, if the court please, it appears from the record that the testimony of Hooker was taken in the State court in March, 1860, prior to the date of filing the bill in the case of Seaver and others, therefore giving them notice of the facts testified to by Hooker.

Abner French's deposition, taken May 29th, 1862. (See Record No. 148, p. 19, fol. 52.)

Carlos Pierce's deposition taken July 28th, 1862: both in the case of Sumner, *et al.* (page 19 and 21.)

The answers of John A. and H. W. Bigelow, were filed and sworn to April 16th, 1860, the following month, after Hooker had given his testimony in the case of Ira Foote, in the State court, at which time both of the Bigelow's had full notice of what Hooker had testified to, as to their statements, and not one word of denial of Hooker's testimony can be found in the whole record from either of them.

Counsel for the defendants cross-examined Hooker at great length, to show a difference of dates in the testimony given in the State courts, and the testimony in this case. (See Record No.

" York creditors would have pitched into him and absorbed all his " stock of goods; and that he (H. W.) intended to see John A. " through; that he had two or three turns with the New York " creditors, and if they wanted to try him on again to come ahead; " he was prepared for them—but, said he to me, you must be very " guarded in what you say; keep entirely quiet, and you shall " have your pay as soon as we get a settlement and John A. gets " agoing. He also said to me: this is only done to effect a settle- " ment, and bring the New York folks to terms. You may rely " I shall protect John A. I had another conversation with Henry " W. Bigelow, some time after; I think after the goods were sold. " He rehearsed the same thing as in his former coversation, but " cautioned me to be careful what I said about the matter."

Helen N. Hooker, wife of S. G. Hooker, in her deposition, commencing on page 41, fol. 102, states: that John A. Bigelow came to their house in Chicago and said he had put his property in his uncle's hands to keep it from his New York creditors.

We submit, if the court please, that the testimony shows a fraud beyond all doubt. There can be but one meaning to the transaction; but one intention of the parties, and that was fraud against the creditors. H. W. Bigelow, having given his creditors two or three turns, he considered his prowess equal to the task of defrauding the creditors of John A., and having had so much experience in that line, considered it no doubt simply as a pastime.

We expect, from past experience in this case, that counsel for appellees will make an effort to discredit S. G. Hooker's testimony, and with reference to such an effort, we desire to say a few words, and in order to show the dates of filing the bills and taking testimony, we will here state: Field, *et al.*, filed their bill against J. A. and H. W. Bigelow, April 7th, 1860. Seaver, *et al.*, filed their bill against the same parties, July 17th, 1862.

Feb. 4th, 1858, Sumner, and others, filed their bill against the

same parties, which case waits the result in thsse two cases now pending.

August 21st, 1858, John A. Bigelow was examined before a master, in the case of Sumner and others, and the testimony used in these cases, see Record, No. 147, page 21, fol. 48. (Same in Record No. 148, page 22, fol. 64.)

In the State court, Ira Foote filed his bill against the same parties, Jan. 10th, 1860, and S. G. Hooker examined as a witness in March, 1860, which deposition counsel for the defendant put in evidence on cross-examination of Hooker, in the case of Sumner and others, April 30th, 1862, and by stipulation, used in these two suits in this court. (See page 26, fol. 76.)

Now, if the court please, it appears from the record that the testimony of Hooker was taken in the State court in March, 1860, prior to the date of filing the bill in the case of Seaver and others, therefore giving them notice of the facts testified to by Hooker.

Abner French's deposition, taken May 29th, 1862. (See Record No. 148, p. 19, fol. 52.)

Carlos Pierce's deposition taken July 28th, 1862: both in the case of Sumner, *et al.* (page 19 and 21.)

The answers of John A. and H. W. Bigelow, were filed and sworn to April 16th, 1860, the following month, after Hooker had given his testimony in the case of Ira Foote, in the State court, at which time both of the Bigelow's had full notice of what Hooker had testified to, as to their statements, and not one word of denial of Hooker's testimony can be found in the whole record from either of them.

Counsel for the defendants cross-examined Hooker at great length, to show a difference of dates in the testimony given in the State courts, and the testimony in this case. (See Record No.

148, page 27, fol. 81.) In the cross-examination, counsel introduces the testimony of Hooker in the State court (see page 31, fol. 93, cross-int. 37), which is the same in substance.

In the commencement of the cross-examination of Mr. Hooker, by Mr. Miller, it appears that the witness and counsel did not agree at first. The witness having the impression that, as he was called in at another day by defendant's counsel for cross-examination, he was entitled to a fee from defendant. But when Mr. Moulton, the master, informed the witness that he was legally held without a fee, he then waived his objectson. (See answer 6th, cross-int., page 28.

We submit, from a careful examination of the testimony given by Hooker in both courts, it stands as to the facts the same, and in no case has it been contradicted by either of the Bigelows, unless it is in the answer of no fraud, made generally.

John A. Bigelow, on being asked as to his statements to Pierce & French, denied them in general terms, but his denial, when shown to be false, should make against him, and when it is shown from the testimony of Pierce, French, Hooker and Mrs. Hooker, that at different times he did make statements to the same effect, there can be no doubt of the fact.

Hooker and Bigelow were friends—they came from the same place. John and Hooker had some business transactions, and John had given Hooker his paper payable efter his failure. John goes to Hooker's house as a friend, and makes the statement to make Hooker contented, and that he might expect payment on the debt. They meet Mr. H. W. Bigelow, John tells him what he had told Hooker, and then H. W. makes his statement to ease the mind of Hooker, and state the object and intention of the judgment note, and entry of judgment, etc., which fully shows fraud.

Counsel for defendants attempted to make a great point out of

two letters written by Hooker to John A., which letters treat the notes as still his, instead of Foote's, to whom he had sold them. The first letter being of sympathy, John A. would be very likely to call on Hooker as he did, and try and satisfy him. Hooker having sold the paper, and feeling an interest in the payment, would be solicitous about it, and having Bigelow's promise to him as a friend, he wrote in August to see if John A. would return the territory to him. The territory was some patent right for which the notes were given.

There was not any improper action on the part of Hooker in this. In fact it showed he wanted to use the good feeling and promise of Bigelow to turn it for the benefit of Foote, who had purchased the notes. No matter if he had sold them without recourse, we submit that honesty would dictate that he should use, for the benefit of Foote, the friendly relations with Bigelow, and get some proposition from him to return the territory, if nothing more; therefore he wrote as though he was still owner of the notes.

John W. Shoffer, the sheriff, testified for defendants. He says that he introduced John A. to the Boston creditors, in September 1856. He says that he told Sumner that his uncle had sold John A. twelve to fifteen thousand dollars of goods on one, two, and three years to pay for them (see page 45). He says that he levied the execution and made an inventory. The paper shown me is the inventory, which is annexed to this deposition and marked "A." (This schedule omitted by mistake, which amounted to $12,602.97.) He commenced selling the 1st of February, and closed the 5th (see page 46). He said the stock sold for about half its cost.

From the record of the whole case, we cannot see how it is possible for any one to say that there is no fraud shown in the testimony. We submit that there is no case on record where fraud is more clearly proven, than the case under consideration.

It is fraudulent to take a judgment for more than is due, and use it to force sale at a great loss. If H. W. had taken judgment

for what was due, if any, in fact, and had sold the whole stock, it would have presented a different case.

It is fraud to use a lawful debt for the purpose of covering property so creditors cannot reach it.

H. W. Bigelow knew, as he says, that John was in debt, sued, and feared other suits. He knew that in the line of mercantile business, a stock at long credit is considered capital, and that the eastern creditors had given credit because of the long time on the old stock, therefore it was a direct fraud to take a judgment note, no matter how willing John A. might have been to give it. H. W. should have taken the risk with the other creditors, and only have taken pay on what was due.

We submit the case upon these few suggestions, believing the fraud to have been fully shown, and that the appellants should have had a decree.

E. S. SMITH,
for Appellants.

In the Supreme Court of the United States.

DECEMBER TERM, 1866.

HENRY H. BIGELOW, IMPLEADED, &c., *ads.* RICHARD FIELD, ET ALS., } Chancery Appeal, 148.

SAME *ads.* HORACE SEAVER, ET ALS. } Chancery Appeal, 147.

BRIEF OF THOMAS HOYNE FOR DEFENDANT, H. W. BIGELOW.

In the two above cases Henry W. Bigelow is the only real party in interest contesting the cases, and from whom appellants are really seeking for a recovery.

The other defendant, John A. Bigelow, had become *in solvent* at the time the bills of appellants were filed as creditors, and he has died since the decision of the court below was rendered. The decision is adverse to all the claims and pretensions set up by appellants against H. W. Bigelow, the real defendant before this Court. This is all material to notice, because the declarations of the deceased John A. Bigelow are insisted upon to prejudice the rights of defendant Henry W. Bigelow, whose title to the property and advantages, he secured, was as distinct and independent of John A., deceased, as those of the appellants.

They attempt to postpone a priority of lien justly acquired as a judgment creditor, by defendant, H. W. Bigelow, to the judgments *subsequently* acquired by themselves. They have as creditors entered "upon a race" with a creditor. The attempt, therefore, to confuse the position of appellee as that

of a joint *debtor*, and as such charging him with the acts or declarations of John A. Bigelow, deceased, cannot succeed.

The cases below were fully heard. The proofs taken are ample. Appellants availed themselves of all their rights to discovery by placing the defendant John A. Bigelow, deceased, on the stand as a witness; by calling for the answer of Henry W. Bigelow, whose answer, *on oath*, thus became, under our Illinois laws, responsive to the bill, entitled to be considered and taken as *evidence* against the allegations of fact and fraud charged against him. Yet the intelligent and able judges of the United States circuit court of northern Illinois decided against the allegations of the appellants, and found against their charges; that a *debt was not due;* that judgments were entered *in fraud* of other creditors; in short, they found that Henry W. Bigelow was in all respects entitled to the fruits of his diligence and security as a *bona fide judgment creditor* of deceased, John A. Bigelow.

With proper courtesy towards counsel, and with great respect for the Court, impressed with the propriety of that self-restraint which should, in such a presence, qualify all utterances of counsel, I must say, in justice to the interests I represent in this case, that the argument of appellants, as filed by their counsel, is a very *inadequate, partial*, and "*garbled*" statement of the facts on record.

If it shall appear that I am warranted in making this statement, then I can urge, in its justification, that without such a statement there would be *no basis whatever* upon which to take up the only *two positions* which are urged before this Court for a reversal of the judgment below.

THE POINTS OF APPELLANTS.

The two points of appellants are:

1. That the judgment confessed in favor of defendant, Henry W. Bigelow, was mostly for *a debt not due and payable at the time*, and therefore void under the statute; and

2. That the judgment confessed in favor of H. W. Bige-

low was fraudulent *in fact*, for the reason that it was used for the purpose of placing the property of the debtor, John A. Bigelow, beyond the reach of his creditors.

I.

I reply to the *first* of the positions taken, that the facts, when fairly stated, do not warrant the allegation of counsel, "that the judgment was mostly for a debt not due and payable at the time."

On the contrary, the whole of the indebtedness had been *all due and payable for years previously.* That the indebtedness was contracted by John A. Bigelow in 1855. That he commenced buying goods of defendant, H. W. Bigelow, in 1854; and that, taking the whole of the purchases made, they amounted to about $50,000. (See testimony of John A. Bigelow, Record, p. 23.)* That in 1855 the sales made to John A. Bigelow amounted to $15,633, a copy of the bills of which are made an exhibit to the answer of Henry W. Bigelow. (Record, p. 52.)

I think the more conclusive and satisfactory account of what followed in the mercantile relations that existed between Henry W. Bigelow and John A. Bigelow is given in the answer of Henry W. Bigelow, read as evidence under the stipulations of the parties in the court below.

At page 52 of Record, Henry W. Bigelow says:

"This defendant, further answering, says that the judgment note above mentioned was executed on the day it bears date, at the office of Hoyne, Miller & Lewis, in the city of Chicago, and that the same was executed for the purpose of securing the payment of the sum of money in the said promissory note mentioned, and it was made in the presence of Henry G. Miller; and this defendant thinks the same was drawn up by him; that said note was delivered to this defendant in said office, and was sustained by him until judgment was entered, as hereinbefore stated.

"This defendant, further answering, says that during the year 1855, this defendant, then being engaged in the mercantile business in the city of Chicago, and the said John A. Bigelow

* The pages of Record referred to are those in Case 148.

being engaged in the mercantile business in Freeport aforesaid, this defendant sold to said John A. Bigelow goods, wares, and merchandise from time to time, said sales amounting in all to the sum of about $15,633 70. A copy of the original bills of said goods, wares, and merchandise, showing items and amounts is hereto annexed, marked Exhibit A. That on the 26th day of December, A. D. 1855, the said John A. Bigelow was indebted to this defendant, on account of said sales, in the full sum of $14,277 43, which amount was then due, and he was also indebted to this defendant in the sum of $496 83, that being the balance of a note then held by this defendant against the said John A. Bigelow, said last-mentioned note having been given for goods sold by this defendant to the said John A. Bigelow before the year 1855, for which amount the said John A. Bigelow gave this defendant notes payable on short time, and all payable, this defendant thinks, within one year from the said 26th day of December. This defendant further says that the said John A. Bigelow afterwards and during the winter of 1855 and 1856, *the said John A. Bigelow* paid to this defendant from time to time $1,075 in cash; and this defendant also credited said John A. Bigelow with $9 17 on account of error in account and certain Milledgeville money, which said John A. Bigelow had sent in to this defendant, leaving a balance due to this defendant from the said John A. Bigelow of $13,687 09; and afterwards and during the winter of 1855 and 1856, or in the early part of the spring of 1856, the said John A. Bigelow, in the place of the short notes then held by this defendant against him, executed his three notes to this defendant, the first two for $4,972 97 each, and the last for $4,972 98, bearing date the 26th day of December, A. D. 1855, and payable in one, two, and three years from date, respectively, that being the amount of said sum of $13,687 09 with interest at six per cent. per annum for said extended time of payment.

"This defendant, further answering, says that said John A. Bigelow duly paid the first of the above-mentioned notes for $4,972 97, each at about the time the same became due, and afterwards paid on the second of said notes the sum of $2,191 46, said last-mentioned payment having been made on the 28th day of December, 1857, leaving a balance remaining unpaid on the last two of said notes of $7,754 49, that no other or further payments were ever made on said notes or either of them; and the said John A. Bigelow, on the 28th day of December last aforesaid, applied to this defendant and desired this defendant to extend the time for the payment of the balance then due on the second of said notes. That at that time judgment had been recovered in favor of Andrew Wesson and others against said

John A. Bigelow, and execution had issued thereon, and was then in the hands of the sheriff of said county of Stephenson: and this defendant agreed to extend the time for the payment of said balance so long as he could safely do so, provided the said John A. Bigelow would execute to this defendant his judgment note for the amount remaining unpaid on said last two notes, payable one day after date; that the said John A. Bigelow assented thereto, and thereupon executed to this defendant said judgment note as aforesaid; this defendant returned to him the last two of said three notes above-mentioned; that the object of this defendant in taking said note was to put himself in a position where he could secure the payment of the indebtedness of said John A. Bigelow to him as aforesaid, and to protect himself, provided it should become necessary for him to do so; that afterwards he saw that suits were being commenced against said John A. Bigelow in the circuit court of the United States for the northern district of Illinois, and particularly one suit in favor of Austin, Sumner & Co., and thereupon and on the 14th day of January, 1858, this defendant caused judgment to be entered on said note in the manner hereinbefore mentioned, and execution to be issued thereon, and levy made as hereinbefore stated.

This statement is also corroborated in the testimony of John A. Bigelow, deceased, at page 23 of record, who was made the witness of appellant under an order of court, obtained by appellants to examine him as such.

Thus it will be seen, that the *indebtedness* for which judgment was entered had not only been contracted long previously to 1857, but that it was *all payable* by short notes, due in winter of 1855-56; when to accommodate the debtor and indulge him with forbearance to sue, a longer time of payment was granted, and the obligation to pay put in the form of *three promissory* notes to be met promptly and paid in *one*, *two*, and *three* years from 26th day of December, 1855, all bearing interest. This extension of time was in the nature of a *compromise* with the creditor, based upon the condition that the *new* notes which were taken to *replace the old should be promptly paid at maturity.*

But from the above statement it appears that although the *first* of the notes was so paid, the *second* was *not* paid. That the debtor then applied for *further* time, but that *the creditor*,

Henry W. Bigelow, then finding his whole balance of the debt *in danger* from the proceedings of the other creditors, demanded as a condition of any *further forbearance*, that the said *John A. Bigelow* should execute a note *payable one day after date*, with power to enter a judgment for the whole amount or balance of the old indebtedness, which had been already extended by him from December 1855.

Thus it appears, first, as a matter of fact, the debt was *really due when the judgment was entered, according to the tenor of the note given at one day after date*; and second, that if it be objected the note was given on *short time* for the purpose of allowing the creditor to obtain an advantage over other creditors, it is to be remembered that the debt was of long standing; that the notes taken up were executed as a *compromise* of an old indebtedness; and that at the time of the giving of the judgment note, the debtor was *in default* for the non-payment of the second note, which had passed maturity.

Even then, at this late moment, the judgment note and power to confess to Henry W. Bigelow, the creditor, he still agreed, if he could safely do so, to extend and allow *further time* of payment. The only culpability he incurred in all this precaution, was that after so long a delay and forbearance, he did not continue to *sleep* on his rights and allow subsequent creditors to obtain priority and take the property and credits of the debtor in satisfaction of their debts, a great portion of which property must have been that of H. W. Bigelow himself.

The interpretation, therefore, of all *the dealings* between the "*uncle and nephew*," upon which so much reliance has been placed, to establish fraud, was and is *no mystery*. The fact appears, that all the *other creditors knew of the indebtedness in* 1856, and that it was well understood, when John A. Bigelow made his purchases of complainants, that he was chiefly indebted to his uncle.

In the deposition of John W. Schaffer, (at page 45, folio 144 of Record,) it will be found that he was in Boston in 1856, and introduced John A. Bigelow to these creditors,

for the purpose of purchasing goods, and he says he told them "that his (Bigelow's) capital was, according to his "own statement, a credit that his uncle, H. W. Bigelow, had "given him, of *one*, *two*, and *three years*, for about *twelve* or "*fifteen thousand dollars worth of goods.*"

Upon this presentation of the facts as they really appear of record, the cases so confidently relied upon can have no earthly application as authority in any branch of this case. The nearest approach made to any connection whatever between them is, that Henry W. Bigelow, instead of taking security on the goods themselves or obtaining an earlier satisfaction of his claims by proceeding against John A. Bigelow, which could only have resulted in heavier losses to the appellants, the appellee delayed pressing his prior and long standing claims to the latest moment possible consistent with his safety.

If I thought it at all necessary, I might occupy time in showing, under this state of facts, the utter misapprehension under which the counsel of appellants seems to labor with respect to the cases he has cited.

(ITEM.—The case of Clapp *vs.* Ely, 3 Dutch, 555, besides being a case on which only $3,000 of the $10,000 was advanced, for which the judgment was fraudulently entered, is based upon a *special statute* of New Jersey, which *prohibits* judgment by confession, unless certain formalities expressly specified are complied with.

The language is, "that *no judgment* shall be entered up unless, at the time of confessing the judgment, an affidavit is produced showing that," &c., &c.

But the statute of Illinois to which the reference is made in appellants' brief, at page 7, is not of a *prohibitory* character. It is rather in affirmance of the common law, giving a *cumulative* remedy to creditors in cases *without process*. Thus it *enables* "any person for a debt, *bona fide* due, to confess a judgment by himself, or attorney duly authorized, without *process;* and every confession of judgment, *whether with or without* process, shall operate as a release of errors in the entering up of the judgment or making record thereof."

Thus this Illinois statute extends the common law power of entering judgment by warrant of attorney to cases *without process*, and makes *the record* of such judgment *forever a bar* to any writ of error or appeal, operating by force of the statute as a release of *all errors*.

Thus it is decided in Illinois that, under a warrant of attorney authorizing the confession of judgment "at any time from and after the date thereof," upon a note not to become due until a specified day, "that the note and warrant of attorney are to be construed together, and that judgment may be entered up before the note becomes due."

(Sherman *vs.* Bradley, 11 Ill., 622.

The other cases cited by appellants (in page 108, 7 Calf. 352, and 13 Calf. 76,) need no particular notice, since they contain no principle, we are not prepared to concede.

Any fraudulent pretence or contrivance *intended* to defeat the rights of creditors, are of course fatal to the party claiming only through such fraud. The case cited in sixth page, only shows that where the creditor of a *fraudulent* debtor had already ample security on *real estate* for the debt, that the judgment by confession was entered as a *contrivance* to cover the *personal estate* of the debtor against the other creditors.

There seems really no law, no case, and no authority, to justify the very extraordinary course taken by appellants' counsel on the above branch of the case.

II.

I now come to the *second* position of appellants' brief.

It is pretended that the judgment confessed in favor of the appellee, H. W. Bigelow, was in fact a *contrivance* and a *fraud* to cover the debtor's, John A. Bigelow's, property, placing it beyond the reach of his creditors.

This question as one of fact, was submitted to the court below on all the evidence, and found against appellants.

The assumption of such a fraud is not supported by any proof in the case. It is denied in all the answers as well of John A. Bigelow as Henry W. Bigelow. It is expressly negatived by

John A. Bigelow as a witness when examined before the master, under an order obtained by appellants, in which examination he is made and cannot be *impeached* as *their own witness.*

And with the single exception of the witness *Stephen G. Hooker,* who, stands on this record—*self-impeached*—and who was entirely *discredited* by the court below, there is no word of evidence impeaching the *good faith* of Henry W. Bigelow. That as the *uncle* of the deceased John A. Bigelow, acting upon very natural impulses, he assisted him in business with capital and credit; that the indebtedness as usual, in such cases, was extended from time to time, and that finally, when ultimate insolvency could not be avoided during the unprecedented and prevailing commercial stringency of 1857, Henry W. Bigelow could no longer indulge this generosity, without injustice to his own creditors are all facts which, imputed as matters of suspicion by appellants, only corroborate the general truthfulness of the statements made both by himself and John A. Bigelow with respect to all the transactions between them. In fact, the nature of the dealings is not denied. The other creditors as already shown, *had notice* of these dealings, and that John A. Bigelow *was indebted to appellee, Henry W. Bigelow, for all his credit and capital in the business* at Freeport, Illinois, in 1856, when he purchased goods of appellants. (See John W. Shaffers' Test., Record, p. 45.)

It is only when the *amount of this indebtedness to Henry Bigelow* comes in question that any controversy takes place.

The testimony of Stephen G. Hooker and wife stands without support from the nature of the circumstances, as well as it stands *self-contradicted.* As usual in all such cases, it is made up of hearsay declarations and admissions. The court below found, by the other testimony, according to the weight and the greater credibility and preponderance of the witnesses, that such statements, testified to as having been made by appellee, Henry W. Bigelow, were utterly inconsistent with the whole truth; and, having been thus discredited by the court below, the appellants may well apprehend, as they express it, that this witness will be discredited here.

Not to take up too much time on an argument as to a mere

conflict of testimony, when the *finding has been once rendered on the facts* by a competent tribunal, let me call attention to the testimony of Hooker, at page 29, where he implicates appellee, H. W. Bigelow, with the express design of entering up the judgment to cover the stock of John A. Bigelow at sheriff's sale, and which discloses the most atrocious conspiracy. This *conversation*, in which these pretended disclosures are made to a *comparative stranger, just introduced to him*, is fixed by the witness in January or February, 1858. The cross-examination fixes the time as late as the latter part of January, 1858. His impression is, the conversation took place between the 18th of January and 29th of January, 1858, and *might* have been as late as the 30th of January. (See Hooker's cross-examination, Record, p. 38, and compare with his direct, at p. 29.)

From the facts conceded, (see Record, p. 46,) the execution on the judgment in favor of appellee, H. W. Bigelow, came into the hands of the sheriff at Freeport, January 16, 1858, and the sale under the executions commenced on the 1*st day of February*, 1858, and continued five days, until the entire stock was sold out.

Now the significant fact to which I direct the attention of the Court, as an index to the spirit and character of this Hooker's testimony will be found in a letter of his written to John A. Bigelow, January 28, 1858. (Record, p. 42.)

Before I submit it in *hæc verba*, as part of this argument, it must be remembered that if his testimony is to be believed, (p. 27,) on the direct examination, he *knew at the time of writing* this letter, that John A. Bigelow's uncle, the appellee, H. W. Bigelow, had taken a *judgment large enough to cover the property and secure it against the other creditors;* and yet with *this supposed knowledge*, only *three days before the sale commenced* he is found writing the following letter:

CHICAGO, *January* 28, 1858.

J. A. BIGELOW:

DEAR SIR: I learned some days since that you had been badly treated by some parties in your business matters, which I am very sorry to hear, and, Arlington, not because I hold your

notes, but I hold you as one of my old friends, and I was in hopes you would go thro' this dam'd panic safe and sound, *but they say here that your store is closed. I was told this by a man who was at your place last week.* He said the party who caused *this is this old uncle here in town ;* if so, he is too bad to *make you trouble at this time.* I thought I would write you a few lines relative to our matters, not, however, to harass you any more than you already are, if the report is true, but if you are not going to be situated to pay these notes when due, I will take the Territory and work it myself, as I am out of business. Will you please write me what you think of the matter? Write to box 3,784.

Resp't yours, S. G. HOOKER.

I am doing nothing at all.

The Court will need no aid of counsel in the only interpretation which can be made of the above communication, either that he possessed no such knowledge, as is pretended, at that time, or that letter could not have been written. It is a written declaration of his absolute and entire ignorance of the knowledge to which he swears.

The only explanation he attempts is given at page 36 of Record, when he is asked on the cross-examination to explain why he wrote it :

" Answer. Well, he (John A. Bigelow) had been here, and told me that he *anticipated trouble*, and I did *not know but that his store would have to be shut up ;* that there were several parties after him, and I did not know but some of them had pounced upon him and closed him up."

And yet the "Old Uncle" denounced in the letter was *the man*, according to his declaration, with whom the nephew was to find his last refuge in case such a "pouncing down" of parties took place.

I have merely given the letter and this explanation as a key to disclose the characteristic falsehood, prevarication, and *perjury* which stamp every utterance of this false, bad man. I cannot follow him to comment on other contradictions not less significant, though less plainly marked.

At page 27 of record the Court will find in his altercation with counsel the spirit of the witness.

On page 33 the Court will find him swearing that the pretended conversation in which H. W. Bigelow took part and disclosed his design to enter up judgment to cover the property of John A. Bigelow took place in December, 1858, nearly a year after the sale of the goods takes place. In this connection, notice his *iteration of this time on page* 35, when appellants' counsel asks if he meant this conversation took place in 1858 or 1859; and he answers emphatically: "I now say in January, 1859!!" which was just one year after all the circumstances occurred. At last he is informed, as appears evident, of the *recklessness* of dates, which this statement of time manifests, and he again returns to January, 1858, as the real time. He had not then been confronted with his letter of January, 1858, betraying his ignorance of *all knowledge* of the conspiracy disclosed to him in the latter part of January, 1858, as he pretends.

We submit, if your honors please, that finally Mr. H. W. Bigelow, being a *bona fide creditor* of long standing, had every claim in equity and law to be secured for his indebtedness; that his delay to enforce the obligations he held did not prejudice his right to obtain a prior right or lien by judgment against his debtor; that his debtor having failed to pay him at the time the debt was first contracted, in 1855, for the goods, that the notes then taken did not preclude him from obtaining any concessions from his debtor that could secure him against loss, in case of failure to pay the notes at maturity; that having failed to pay at maturity the notes taken, it was the right of H. W. Bigelow then to obtain any further lien, advantage, or security which the defaulting debtor might give; and that so long as nothing else was intended than a *preference of his own claim* in payment over that of the other creditors, these creditors have no legal or equitable cause of complaint against H. W. Bigelow, because he sought his security in a note and judgment by confession.

This Court has decided in cases of mortgage for future advances, that indemnity may be given before hand, and that

junior mortgages and creditors have no right to complain in equity if they are held postponed until the full amount of such advances are first paid.

Lawrence *vs.* Tucker, 23 How., p. 15.

In principle it would be the same had Bigelow taken a mortgage instead of his judgment note. The security taken could not have been disturbed, and the result as to the appellant would have been precisely the same.

THOMAS HOYNE,
For Appellee,
HENRY W. BIGELOW.